

PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000015725

This Contract ("this Contract"), entered into by and between **Indiana Department of Administration on Behalf of All State Agencies** (the "State") and **Midwest Transit Equipment Inc.** (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor

The Indiana Department of Administration on behalf of All State Agencies is establishing a quantity purchase agreement (QPA# 15725) with the Contractor to provide the following vehicle type for the State of Indiana and all services necessary to provide new vehicles as set forth in the Special Procurement/RFP16-011 and Contractor's response attached hereto in the incorporated Exhibits and made a part of this Contract herein by reference:

- MV-1 Mobility Van

The following Contract Exhibits are hereby included in this Contract and incorporated herein by reference as follows according to Section 34 of this Contract (Order of Precedence):

- **Exhibit A – Vehicle & Accessory Pricing**
- **Exhibit B – Performance Metrics and Corrective Actions**
- **Exhibit C – Minimum Vehicle Specifications**
- **Exhibit D – Special Procurement Documents**
- **Exhibit E – Contractor's Response to RFP16-011**

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Entities Eligible to Utilize Contract

1. State Agency

As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.

2. LibraryIndiana

The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.

3. Extension of Other Governmental Entities/OneIndiana

The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana ("Governmental Entities"). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution. The Contractor shall work with the State to provide access and the means to make purchases through the OneIndiana purchasing portal which can be accessed at OneIndiana.net.

4. Unless otherwise specified within this Contract, the term "Requesting Entity" shall refer to entities/procurement initiatives 1 -3 as set forth in Section A, Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

B. Order Confirmation

The Contractor is required to provide an order confirmation to the Requesting Entity within five (5) business days from receipt of the Purchase Order and all required support and ordering information, including item description (including vehicle make, model, model year, any add-on accessories and options), quantity, vehicle order number(s), contact information, purchase order number, unit price, extended price, delivery fees, total price, and the delivery date agreed to by the Contractor and the Requesting Entity.

C. Delivery Requirements

Delivery of the new vehicle(s) ordered by the projected delivery date is crucial to the Requesting Entity. The Contractor shall use commercially reasonable best efforts to maintain a Fill Rate of 100% delivery of new vehicles within the maximum delivery date range of 120 calendar days from Order Confirmation Date, or a date otherwise mutually agreed upon by the Requesting Entity and the Contractor. The Contractor shall use commercially reasonable best efforts to meet the requirements specified by each Requesting Entity and to deliver to all current and potential delivery sites or points of use within the State of Indiana.

If for any reason the Contractor is unable to meet the maximum delivery date of 120 calendar days or the date that was otherwise mutually agreed upon for a vehicle, the Contractor shall be subject to consequential Invoice Credits and corrective actions as described **Exhibit B – Performance Metrics and Corrective Actions**.

There shall be no delivery charge for the following delivery locations: Marion County, INDOT Facility in Greenfield, and Camp Atterbury – DNR Quartermaster facility in Johnson County.

D. Order Due Date Notification and Guarantee

The Contractor is required to notify the State immediately when manufacturers' final order due dates are released. All orders received by the Contractor on, or prior to a manufacturer's final order due date shall guarantee delivery of the vehicle as described on the purchase order at the contract price. If a vehicle that is ordered before the manufacturer's order due date (as last communicated in writing to IDOA) is out of stock or out of production, the Contractor must honor the originally ordered vehicle's pricing on the newer year model or a functionally equivalent vehicle that is acceptable to the Requesting Entity.

If the Contractor provides a replacement vehicle that is acceptable to and approved by the Requesting Entity, but after the original delivery date or a revised date approved by the Requesting Entity, the Contractor will be subject to the Delivery and Pick Up Timeliness metric's Invoice Credit calculation as detailed in **Exhibit B – Performance Metrics and Corrective Actions**.

If the Contractor and the Requesting Entity cannot come to an agreement on a replacement vehicle that is acceptable to the Requesting Entity within five (5) business days, the Requesting Entity may cancel the order at no cost. The Contractor will also be subject to the Order Fill Rate metric's Invoice Credit calculation as detailed in **Exhibit B – Performance Metrics and Corrective Actions**.

E. Vehicle Requirements

Minimum specifications for each vehicle type can be found in **Exhibit C – Minimum Vehicle Specifications**.

F. Vehicle Drivable Upon Delivery

All vehicles sold under this contract shall be fully serviced as per the manufacturer's pre-delivery recommendations and all equipment accessories and options are to be installed

with the adjustments made that are required to prepare the vehicle for immediate and continuous operation. All necessary fluids must be filled to the maximum level. The gasoline tank must contain at least three (3) gallons of fuel when delivered.

G. Advertisements on Vehicle

All vehicles sold under this contract shall not have any advertisement or dealer logo of any kind affixed to the vehicle. Only information required by law shall be affixed to the vehicle.

H. Odometer Limit

All vehicles sold under this contract must be delivered or picked up with less than 1,000 miles on the odometer. If the Contractor believes that a vehicle will have 1,000 miles or more on the odometer before delivery or pickup, the Contractor must seek the written approval of the Requesting Entity and IDOA Contract Manager. The Requesting Entity and IDOA has the authority to reject any vehicle that has 1,000 miles or more on the odometer if the Requesting Entity and IDOA did not already agree to such mileage in writing.

I. Reporting

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis.

- a. **Monthly Sales Report:** The Contractor shall submit to IDOA a monthly sales report on the 15th of each month documenting the sales for the past month. Reports shall include, but are not limited to:
 - Requesting Entity Name
 - End-user Type (State Agency, School, Local Government, other)
 - Purchase Order Number and Date of Order
 - Estimated Date of Delivery
 - Vehicle model year, make, model and any other accessories or options purchased
 - Price per unit
 - Quantity ordered
 - Extended Price
- b. **Quarterly non-QPA Sales Report:** The Contractor shall submit to IDOA a quarterly report that documents any sales made to State of Indiana Agency customers but not under the auspices of this QPA. For example, the Contractor will include vehicles that are not an approved QPA model in this report. The report will contain the same data points and shall be in the same format as the monthly sales report.
- c. **Quarterly Performance Report:** The Contractor shall submit to IDOA a quarterly performance report on the 15th of each month, documenting the degree to which the Contractor met the performance metrics outlined in Section 1.4.14 over the past month.
- d. **Quarterly Other Governmental Bodies Report:** The Contractor shall submit to IDOA a quarterly report that documents any sales made to Other Governmental Bodies that falls under the auspices of this QPA.
- e. **Close-out Report:** The Contractor shall submit to IDOA a close-out report within one hundred twenty (120) days after the expiration of the contract. The close-out report must cover all sales now shown on the final monthly report and reconcile all errors and credits. If the Contractor reporting all sales and reconciled all errors and credits on the monthly sales report, then the Contractor should show zero (0) sales in the close-out report. The report will contain the same information and shall be in the same format as the monthly sales report.

All reports shall be submitted in a Microsoft Excel template provided by IDOA at the start of the contract term.

J. Auditing

The State reserves the right to audit at any time the Contractor's dealer invoices, factory invoices, evidence of holdbacks and dealer incentives, customer incentives, published price lists, or any other evidence establishing the Contractor's net cost, upon request.

K. Timely Response to Inquiry

The Contractor shall respond to comments or questions from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in **Exhibit B – Performance Metrics and Corrective Actions**.

For requests for quotes on non-QPA items, or accessories, for vehicles covered by this contract, the Contractor shall acknowledge the Requesting Entity with an email confirmation response within two (2) business days. The Contractor shall provide the requested quote within seven (7) business days. If the requested item is past the Order Due Date or not available for order then the requested quote is not required and notification of such is required within two (2) business days of the initial request. If the Contractor fails to meet this requirement, the Contractor shall be subject to all applicable corrective actions in **Exhibit B – Performance Metrics and Corrective Actions**.

L. Quarterly Business Review (QBR)

A quarterly business review shall take place among the Account Managers, State Agency Representatives, and the State Contract Manager to review the quality of service provided to the State by the Contractor. It is at this time that the State will score the Contractor on a variety of performance criteria, including, but not limited to, the performance metrics described in **Exhibit B – Performance Metrics and Corrective Actions**. The Contractor will also have the opportunity to provide the State with suggestions on how to improve its own processes relating to vehicles.

2. Consideration

The State shall pay for the vehicles that meet the minimum specifications in **Exhibit C – Minimum Vehicle Specifications** according to the following:

- Vehicles purchased through this contract shall be priced using a flat Purchase Price as specified in **Exhibit A – Vehicle & Accessory Pricing**, for the first year of the contract. For each subsequent year, a Fixed Annual Price Increase shall be utilized to amend the purchase price if necessary.

The Contractor shall be paid, in arrears, for the vehicle purchase price as set forth in **Exhibit A – Vehicle & Accessory Pricing**, attached hereto and incorporated herein. Total remuneration under this Contract shall not exceed **\$42,154.00**.

Price Decrease Reciprocation

If, during the contract term, the Contractor's costs from the manufacturer for a vehicle, accessory, option or any other equipment or product sold under this contract decrease, the Contractor shall notify the State of such decrease to pass along any cost savings to the State. In addition, the State shall receive any other incentives offered at the time of sale of each vehicle in addition to the guaranteed Incentives.

3. Term

This Contract shall commence on the last date of State Signature and shall remain in effect for a period of twenty-four (24) months. There may be two (2) one-year renewals for a total of four (4) years at the State's option.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Assignment of Antitrust Claims

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This

Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, et seq., IC §4-2-7, et seq., the regulations promulgated thereunder. If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC §5-22-3-7:

1. The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) The Contractor will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training; and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension

The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within 30 business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within 30 business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not

required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option

Deleted by mutual agreement of both parties.

20. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. Any previously issued purchase orders to Contractor shall be honored by the State or Requesting Entity and shall not be affected by funding cancellation.

22. Governing Law

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall

comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance

- A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
 1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
 2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
 3. Errors and Omissions, deleted by mutual agreement of both parties.
 4. Fiduciary Liability, deleted by mutual agreement of both parties.
 5. Valuable Papers coverage, available under an Inland Marine policy, is recommended when any plans, drawings, media, data, records, reports, billings and other documents

are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.

6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s), deleted by mutual agreement of both parties.
 7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are None.

29. Licensing Standards

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

30. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

31. Minority and Women's Business Enterprises Compliance

Deleted by mutual agreement of both parties.

32. Nondiscrimination

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Abigail Chittenden, Contract Manager
Indiana Department of Administration
Procurement Division

402 W. Washington St., Room W468
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

Dan Setty, Regional Sales Manager
Midwest Transit Equipment Inc.
4500 S. Indianapolis Rd.
Whitestown, IN 46075

Notices regarding contractual issues shall be sent to:

Barry C. Huebner, President
Midwest Transit Equipment Inc.
4500 S. Indianapolis Rd.
Whitestown, IN 46075
Email: barry.huebner@midwesttransit.com

As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

34. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP#16-011, (4) Contractor's response to RFP#16-011, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments

All payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

37. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC §5-17-5, IC §34-54-8, IC §34-13-1 and IC § 34-52-2-3.

Notwithstanding the provisions contained in IC §5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

38. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC §5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

41. Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

42. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

43. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

44. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. Termination for Default

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3. Make progress so as to endanger performance of this Contract; or
 - 4. Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- C. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.
- D. The State reserves the right to allow or disallow the Contractors participation in future solicitation opportunities, as a prime or subcontractor, for a period of two (2) years from the date of the notice of termination. A letter from the Commissioner of the Indiana Department

of Administration shall be required to participate on future solicitations within the two (2) year time frame

46. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance.

Deleted by mutual agreement of both parties.

48. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

49. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the 2015 OAG/ IDOA Professional Services Contract Manual) in any way except for the following clauses which are named below:

19. Employment Option, 21. Funding Cancellation, 27. Insurance, 31. Minority and Women's Business Enterprises Compliance, 36. Payments, 45. Termination for Default, 47. Indiana Veteran's Business Enterprises Compliance

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the grant, the Grantee attests to compliance with the disclosure requirements in IC 4-2-6-10.5.

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:

https://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

Midwest Transit Equipment Inc.

Indiana Department of Administration

By: 

By:

Barry C. Huebner

Title: President

Title:

Date: March 8, 2016

Date:

Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i>	
Approved by: State Budget Agency By: _____ (for) Brian E. Bailey, Director <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i>	Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Gregory F. Zoeller, Attorney General <i>This document will be reviewed and approved electronically. Please refer to the final page of the Executed Contract for details.</i>

Exhibit A – Vehicle & Accessory Pricing

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

The Contractor shall extend the pricing options of RFP# 16-011 to all State Agencies, libraries, and Governmental Entities, as defined in the Master Services Agreement **Section 1 (A)**.

Vehicle Pricing

	Low Floor Minivan
Manufacturer: MOBILITY VENTURES LLC	0
Model MV-1	0
Model Year Order Cut Off Date	NOT YET ANNOUNCED

Vehicle Costs	Year 1 Purchase Price	\$ 42,154.00
Delivery Costs	Cost Per Mile: NO CHARGE IF PICKED UP AT WHITESTOWN, IN LOCATION OR THOSE LISTED IN RFP. ALL OTHERS ARE \$1.50/MILE	\$ 1.50
Total Cost	Total Cost (assuming 50 miles for delivery, and not to a location that the RFP has indicated delivery will be at no charge)	\$ 42,154.00

Fixed Annual Price Increase	Purchase Price increase percentage for each year of the contract	2.00%
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Years 2 - 4 Purchase Prices	Year 2	\$ 42,997.08
	Year 3 (Optional Extension)	\$ 43,857.02
	Year 4 (Optional Extension)	\$ 44,734.16

Optional Equipment Pricing

	Additional Cost or Reduction (\$)
Low Floor Minivan	
Forward Facing Rear fold away Center Seat: CE White ADA-35, Braun 125 Fold-A-Way or equivalent. This seat must meet all standard specifications listed in this bid. Seat shall have vinyl fold up armrest to match seat color on the right side. Fabric and color shall match OEM. <u>(Option Must be Available)</u> NOTE THIS SEAT ON THE MV-1 IS A JUMP SEAT AND APPROVED THROUGH ADDENDUM	\$ 375.00
Optional Occupant Restraint #1 An optional Occupant restraint shall be provided that will integrate with the provided retractable wheelchair securement system. This occupant restraint system shall consist of a non-intrusive attachment point at the passenger B and passenger (right side) C pillar which will allow for the easy attachment of an integrated adjustable Manual shoulder belt and include an integrated adjustable Manual lap belt. This lap	N/A

belt shall have appropriate attachment points that are consistent with the pin connectors at the top of the provided retractors. This option would be ordered in conjunction with the option for the forward facing fold-away center seat.	
Optional Occupant Restraint #2: An optional Occupant restraint shall be provided that will integrate with the provided retractable wheelchair securement system. This occupant restraint system shall consist of a non-intrusive attachment point at the passenger B, passenger (right side) C, and driver side (left side) C pillar which will allow for the easy attachment of an integrated adjustable Manual shoulder belt and include an integrated adjustable Manual lap belt. This lap belt shall have appropriate attachment points that are consistent with the pin connectors at the top of the provided retractors. <i>This option would be ordered in standard vehicle (without the forward facing fold-away center seat).</i>	\$ 257.00
Sur-Lok G02 Oxygen tank holder	\$ 285.00
Diagnostic scanner tool, available for purchase if requested	\$ 1,423.00

Exhibit B – Performance Metrics and Corrective Actions

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

A. Performance Metrics

The State has developed a set of performance metrics and targets, defined below, that the Contractor shall meet or exceed in order to be in good standing on the contract. The performance for these metrics and invoice credits shall be reviewed quarterly by the State Contract Manager at each Quarterly Business Review.

- **Metric 1: Delivery and Pick Up Timeliness**

Goal: (a) The Contractor delivers the ordered vehicle/accessories/options by the scheduled delivery date and, (b) for orders where the Requesting Entity plans to pick up the vehicle, the Contractor has the vehicle ready for pick up by scheduled pick up date.

Performance Target: Zero (0) days late on each order

Calculation: Number of days that an order is delivered/available for pick up beyond the originally agreed upon delivery/pick up date

Invoice Credit: If the Contractor fails to meet the service level target, the Contractor will provide fifty dollars (\$50.00) in Invoice Credit on the affected order's invoice per calendar day late beyond the approved delivery/pick up date. There is, however, a five (5) calendar day grace period after the approved delivery/pick up date. If for any late order, the vehicle is still not delivered/ready for pick up after grace period ends, the Invoice Credit calculation will be triggered and will include the days of the grace period. With written documentation from the manufacturer, the Contractor shall not be required to pay the invoice credit in instances where the delivery date is not met due to manufacturer's delay. This written documentation shall be sent from the Contractor to IDOA and Requesting Entity within one (1) business day of the Contractor's receipt from the Manufacturer. If the written documentation is sent later than 1 business day, the Contractor will provide fifty dollars (\$50.00) in Invoice Credit on the affected order's invoice per calendar day until it was received.

- **Metric 2: Order Accuracy**

Goal: Orders are filled correctly. Vehicles meet the order specifications and all requested accessories and options are included.

Performance Target: 98% or higher

Calculation: Number of orders that are correctly filled monthly divided by total number of orders placed monthly

Invoice Credit: If the Contractor fails to meet the performance target for three (3) consecutive months, the Contractor will be required to provide a future two percent (2%) Invoice Credit based on the value of the affected orders over that three month period.

- **Metric 3: Order Fill Rate**

Goal: The Contractor is able to fill orders for vehicles, options, and accessories placed before the manufacturer's order due date (as last communicated in writing to IDOA).

Performance Target: 100%

Calculation: Total number of orders filled monthly divided by total number of orders placed monthly

Invoice Credit: If the Contractor is unable to fill the order and if then the Contractor and the Requesting Entity cannot come to an agreement on a replacement vehicle/option/accessory that is acceptable to the Requesting Entity in a reasonable time period, then the Contractor must provide the Requesting Entity with a future Invoice Credit in an amount equal to three percent (3%) of the total value of the cancelled order.

Each future Invoice Credit stemming from Metrics 2 and 3 will remain available to the Requesting Entity for up to a year after the contract term ends and applied to the subsequent future orders until the Invoice Credit has been fully depleted.

B. Corrective Actions for Non-Compliance

In addition to the Invoice Credits, the Contractor may be subject to Corrective Actions as detailed below. The Contractor shall submit to IDOA a quarterly performance report on the 15th of each month, documenting the degree to which the Contractor met the performance metrics outlined above over the past month. The Contractor will be allowed a sixty (60) calendar day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics above. After the sixty (60) calendar day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the State contract manager one (1) month after the grace period ends. Once a final scorecard, which will include the above performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance.

- Non-compliance with General Contract Provisions
The State monitors certain quality and performance standards, and holds the Contractor accountable for delivering the scope of work, as defined in **Section 1** of the Contract, and being in compliance with contract terms. The State accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability. The State may enforce any of the remedies listed in this section if the Contractor is non-compliant with the contract.
- Non-compliance with Reporting Requirements
Reports submitted incorrectly or not delivered complete, on time, and in the correct reporting formats, as defined in **Section 1 (J)** of the Contract, constitute contractual non-compliance and the State may require corrective action(s) as described in this Section. The State may change the frequency of required reports, or may require additional reports, at the State's reasonable discretion.
- Non-compliance with Performance Metrics
The State has developed a set of Performance Metrics as defined above in this Exhibit that the Contractor shall meet or exceed in order to be in good standing on the contract. The Performance Metrics shall be reviewed quarterly by the State Contract Manager to identify any issues requiring immediate attention from the State and Contractor.
- Corrective Actions
In the event that the Contractor fails to meet contract requirements, performance requirements or reporting standards set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance.

If the State elects not to exercise any Corrective Actions in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

The nature of the corrective action(s) shall depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: The State may issue a written warning and solicit a response regarding the Contractor's corrective action.

- Formal Corrective Action Plan: The State may require the Contractor to develop a formal corrective action plan (CAP) detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. The CAP must be submitted under the signature of the Contractor's chief executive within (5) business days of request. Upon receipt of the CAP, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the CAP is not acceptable, the State may provide suggestions and direction to bring the Contractor into compliance. If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$2,500 from the Contractor in the form of a check with the supportive reporting model, unless the credit is waived by the State Contract Manager in writing.
- Contract Termination: The State reserves the right to terminate the contract pursuant to the contract termination clauses.

Exhibit C – Minimum Vehicle Specifications

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

PLEASE SEE ATTACHED DOCUMENTS

2. Requested Information

2.1. Specification Compliance Checklist - Low Floor Minivan

In the yellow shaded boxes, please confirm the Respondent meets each Vehicle Specification by adding a "Yes" or "No", unless otherwise specified. Please refer to Section 1.6.1 of the RFP for how to submit questions or concerns about any of the specifications, or to request an exception to the specifications.

The fact that every item constituting the construction of the unit is not specifically mentioned nor described will be interpreted to mean that the Respondent shall install items that conform to the **best known engineering standards of the trade, relative to design, strength, quality, and workmanship**. Furthermore, each unit is to be delivered fully equipped, with all manufacturer's standard equipment and accessories, unless otherwise requested. This equipment must meet the latest federal safety regulations.

Please note that Tab D of the Cost Proposal contains additional optional equipment for which the Respondent must provide a cost addition or reduction.

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
Removal of the standard factory production minivan floor and lowering of same to increase the interior headroom. Also, reinforcement of the body frame as appropriate.	YES PER ADDENDUM
<u>GENERAL DESCRIPTION OF VEHICLE</u>	
Installation of insulation, floor covering, interior fixtures and finishings.	YES
The vehicle shall at a minimum, seat three (3) ambulatory passengers (excluding the driver). The front passenger seat shall be removable so the vehicle can accommodate two (2) wheelchair or other mobility aid passengers and three (3) ambulatory passengers (see attached floor plans in Section 3.1 of this Attachment). An option to provide a convertible two-passenger center bench seat may be chosen to increase the seating capacity to six (6) ambulatory passengers.	YES PER ADDENDUM
Installation of a securement system and occupant restraint system for mobility aid users.	YES
Installation of a manual swing-away ramp in the passenger entrance way. The ramp shall allow for easy boarding of persons in mobility aids and "swing-away" for boarding of ambulatory persons.	YES PER ADDENDUM
Installation of extended passenger door as necessary to accommodate the ramp.	YES
Other modifications called for in these specifications, as well as any and all modifications required to provide a complete functioning vehicle	YES
<u>BASIC VEHICLE</u>	
<i>The basic vehicle shall be provided with the following factory-installed (except where noted) equipment</i>	
Minimum G.V.W.R. of 6,050 pounds with manufacturer's heaviest duty suspension, minimum wheelbase of 121 inches, minimum overall length of 200 inches, and a minimum overall width of 76 inches.	YES
Six cylinder gasoline engine with a minimum displacement of 3.3 liters.	YES
6 speed w/overdrive automatic transmission.	YES

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
Factory Anti-Lock Brake System (ABS).	YES
Power steering, including a tilt steering wheel and cruise control.	YES
Maximum (heavy duty) cooling system.	YES
Total battery capacity of at least 600 cca (cranking performance amperes at 0 degrees Fahrenheit). The capacity (in cca's) must be stated in the proposal.	Battery Capacity: 750
Alternator or generator with a minimum capacity of 160 amps. The capacity (in amps) must be stated in the proposal.	Alternator Capacity: 150
Fuel tank – Minimum capacity of 20 gallons. The actual capacity (in gallons) must be stated in the proposal.	Fuel Tank Capacity: 24
Oil pressure, temperature, ammeter or voltmeter gauges or warning lights.	YES
12 volt power outlet.	YES
Dual adjustable outside mirrors.	YES
Windows all around (i.e. all factory available windows in body side, side doors and rear).	YES
Tinted glass in windshield and all windows.	YES
High output front heater.	YES
Front and rear bumpers.	YES
Insulated headliner for the full length of the driver and passenger compartments.	YES
Insulated sidewalls finished with the minivan manufacturer's standard, or equivalent, covering. Interior of all doors shall be covered by manufacturer's standard, or equivalent trim panels and insulated. Also, factory standard, or equivalent, window moldings shall be provided. Carpeting is not allowed in the vehicle interior, unless prior approval is obtained from INDOT.	YES
Pads or strips of slip resistant material in step sills at all passenger doors and driver's door. Pads or strips may be non-factory installed.	YES
Two speed windshield wipers with intermittent feature.	YES
Heater and defroster, including rear window defroster and rear heater.	YES
Rear window washer/wiper.	YES
OEM AM/FM radio with CD/MP3 and factory installed speakers.	YES
Air conditioning, front and rear.	YES
Driver's side and front passenger airbags.	YES PER ADDENDUM
Chassis must be equipped with (SER) Load Leveling and Height Control and Electronic	YES

Low Floor Minivan Specification		Meets Specification? (Yes/No Unless Otherwise Specified)
Stability Control (FMVSS 126).		
Alarm to sound automatically when the vehicle is placed in reverse. The back-up alarm shall be frame mounted toward the rearmost part of the vehicle and protected from water and road spray.		YES
<u>RUSTPROOFING</u>		
The vehicle shall be furnished with the standard rustproofing available from the van manufacturer. All extended wheelchair access and entryway door panels shall be rustproofed in a manner equal to or greater than the rustproofing provided by the van manufacturer.		YES
<u>UNDERCOATING</u>		
All exposed floor attachment seams shall be sealed with a high rated butyl caulk or equivalent. The entire surface of exterior lowered floor shall have a rust inhibiting coating, such as an epoxy primer base, applied to cover all welded areas, and then a fresh application of undercoating over the entire surface. Undercoating shall comply with current Federal and State flammability standards.		YES
<u>STRUCTURAL INTEGRITY</u>		
The floor and other modifications to the vehicle shall be done in a manner such that the structural integrity of the vehicle is not degraded. The body including the roof shall be of sufficient strength to support the entire weight of the fully loaded vehicle on its top or side if overturned.		YES
<u>FLOOR</u>		
<i>Sub Floor:</i> The interior floor shall be insulated with 3/8" marine grade plywood to provide a smooth surface for flooring attachment and to minimize interior noise.		YES PER ADDENDUM
<i>Floor Assembly:</i> The lowered floor skin shall be constructed of 16 ga. aluminized steel. The frame rails shall be made of 14 ga. formed channels; the floor shall be reinforced with 16 ga. formed channel cross ribs. The floor shall be lowered from the front firewall to just before the rear axle. The width of the floor shall extend from side doorsill to side doorsill. Mobility aid restraint tracks and seat locks shall be beveled, with no sharp edges and will protrude no more than 1/4" above floor surface.		YES PER ADDENDUM
The entire floor and modification shall be sealed to prevent any water or air leakage.		YES
Manufacturer shall ensure that all components attached to the undercarriage (or other major components) under the vehicle are securely attached and have a minimum of five (5) inches of ground clearance from the roadway when loaded with 1100 lbs. maximum. If the exhaust system has been relocated, it shall be properly attached and not under tension. A heat shield shall be installed in any area where the exhaust pipe is within six (6) inches or less of the gasoline tank.		YES
Other methods of floor construction will be considered if prior approval is obtained from INDOT.		YES PER ADDENDUM
<u>FLOOR COVERING</u>		
The floor shall be covered with a slip retardant sheet flooring consisting of a vinyl composition		YES

Low Floor Minivan Specification		Meets Specification? (Yes/No Unless Otherwise Specified)
with a raised disc pattern, similar to Altro flooring, or approved equal. It shall be permanently bonded to the floor with adhesive of waterproof type. All edges of the floor covering are to be properly sealed to prevent entrance of moisture that could cause bulging, ply separation, and/or material failure. All joints in the floor covering shall be the butt type and floor covering shall be cemented to the floor to prevent bubbles or blisters which could create a safety hazard.		PER ADDENDUM
The floor covering shall be at least 2.2 millimeters thick overall gauge.		YES PER ADDENDUM
All portions of the floor covering shall be of the same material and color including the floor area under and adjacent to the driver's seat, unless prior approval for an alternative is obtained from INDOT.		YES
<u>INSULATION</u>		
The vehicle shall contain OEM standard insulation in the roof and all body panels, including the extended door, to deaden sound, and reduce vibrations and heat transfers.		YES
<u>DOORS</u>		
<i>Driver's and Right Front Passenger Doors:</i> No modifications are required on these doors.		YES
Pads or strips of slip-resistant material shall be installed in the step sill. The armrest normally attached to these doors shall be retained.		YES
Only the driver's door shall be lockable by key from the exterior.		NO EXCEPTION TAB 10 ITEM 11 (a)
<i>Wheelchair Access/Sliding Passenger Door:</i> The wheelchair access/sliding passenger door shall be modified to accommodate the swing-away ramp and the lowered floor. The modification shall involve the removal and reinstallation of the door, extending the lower portion of the door to meet the new floor height, and the replacement of the factory installed door track with new galvanized or stainless steel track. The door shall measure, at a minimum, 31.5 inches wide and 56 inches high. Provisions shall be made to keep the door in an open position during passenger loading and unloading. A warning light in the driver's compartment shall indicate the door is open or ajar.		YES PER ADDENDUM
<i>Rear Emergency Exit Door (Liftgate):</i> The rear door (liftgate) shall be equipped with a manual device for opening from the inside and outside, which may be quickly released but designed to offer protection against accidental release. The opening device shall be easily reached from the interior of the vehicle.		NO EXCEPTION TAB 10 ITEM 11 (a)
<i>Left Side Sliding Passenger Door:</i> An OEM-built second sliding door shall be provided on the rear passenger left side of the vehicle. Second stage manufacturer-built sliding doors are not acceptable for this specification. Door height opening shall be a minimum of 52 inches. Door width shall be as provided by the OEM. Door shall be equipped with an interlock system so that door cannot be opened from the inside or outside when fuel door is open.		NO EXCEPTION TAB 10 ITEM 11 (a)
<u>ELECTRICAL</u>		
All wiring added during the modification shall be color coded or number coded. All wiring shall		YES

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
be properly insulated and, as necessary, shall be held in place with insulated clamps at a maximum of two foot intervals. There shall be no exposed or loose wiring in the driver or passenger compartment of the vehicle.	
<u>LIGHTING</u>	
The interior of the vehicle shall be adequately illuminated, and overhead lighting fixtures shall be arranged in such a manner that adequate lighting is provided at the reading plane of the passengers.	YES
The stepwell and doorway immediately adjacent to the driver shall have, when the door is open, at least 2 foot-candles of illumination measured on the step tread.	YES
The other stepwells and doorways, including the doorway in which the ramp is installed, shall have, at all times, at least 2 foot-candles of illumination measured on the step tread, or ramp, when deployed at the vehicle floor level.	YES
The vehicle doorways, including the doorway in which the ramp is installed, shall have outside light(s) which, when the door is open, provide at least 1 foot-candle of illumination on the street surface for a distance of 3 feet perpendicular to all points on the bottom step tread outer edge. Such light(s) shall be located below window level and shielded to protect the eyes of entering and exiting passengers.	YES
<u>PAINTING</u>	
All exposed metal surfaces, excepting aluminum and stainless steel, must be painted, chromed or galvanized.	YES
<u>EXTERIOR PAINT</u>	
All painted exterior surfaces shall match the exterior paint color of the basic van. The exterior paint scheme is to be a solid color paint scheme in one the van manufacturer's standard paint colors.	YES
The exterior color which is to be provided will be stated on the purchase order(s). However, the Respondent shall submit a list of available standard paint colors with the proposal.	YES
<u>INTERIOR PAINT</u>	
All interior surfaces which require painting shall be painted the same color. This includes the exposed interior metal surfaces, if any, of the side and rear doors. The successful Respondent shall choose an interior color that is color-keyed to the van's exterior color and harmonizes with the color of the roof liner and any side paneling or other covering.	YES
<u>TIRES AND WHEELS</u>	
All tires shall be radial tires. The tires shall have a minimum width of 7 inches (178 millimeters) and a minimum nominal rim diameter of 16 inches. A full size spare tire and wheel shall be provided. All tires and wheels shall be of the same size and type and shall be interchangeable. Tires and wheels shall be properly aligned. The type and size of tires must be stated in the proposal.	YES PER ADDENDUM
The spare tire shall mount in the rear hatch area. Tire changing equipment, as provided by the OEM, shall include a jack of sufficient strength/capacity, and other tools necessary for changing the mounted tires, shall be stored in a compartment/container within the vehicle.	YES

Low Floor Minivan Specification		Meets Specification? (Yes/No Unless Otherwise Specified)
<u>EMERGENCY EQUIPMENT</u>		
<i>Warning Devices:</i> Three (3) portable warning reflectors (mounted on stands) stored in a latched box.		YES
<i>Fire Extinguisher:</i> One dry chemical fire extinguisher of at least five (5) pound capacity. The extinguisher shall be a multi-purpose A-B-C type and shall be bracket mounted and easily accessible to the driver.		YES
<i>First Aid Kit:</i> A first aid kit with a minimum of ten (10) different units (each unit shall be of a different type from every other unit) shall be mounted in a location most easily accessible to the driver. The box or container shall not be considered as one of the 10 units.		YES
<i>Lug Wrench:</i> A lug wrench of the proper size and type to remove wheels from the van.		YES
<i>Jack:</i> A jack of sufficient strength to safely lift the vehicle for tire changing.		YES
All equipment listed above, including the road flares and reflectors, shall be firmly secured inside the vehicle to prevent any movement by them while the vehicle is in motion. The mounted location of any of the above equipment shall not interfere with the driver's or passenger's limbs or placement of feet or interfere with the movement of passengers and/or mobility aids within the vehicle. Also, none of the equipment shall be mounted on the door.		YES
<u>HEADROOM</u>		
The inside body height of the vehicle from surface of the floor cover to ceiling as measured at any point along the longitudinal center line of the passenger aisleway shall not be less than 57 inches and a minimum interior height of 56 inches must be maintained along the path from the ramp to all securement locations.		YES
<u>DRIVER'S SEAT</u>		
The driver's seat shall be the original OEM seat modified as necessary to accommodate for the lowered floor and located as close as possible to the original position. All original seat adjustments shall be retained in working order. If necessary, a foot rest shall be positioned at the original floor level.		YES
<u>REGULAR PASSENGER SEAT</u>		
The original OEM rear-most 3-passenger bench seat shall be retained, but may be relocated, as necessary, to accommodate for the lowering of the floor and to provide for the maximum possible seating room between the ambulatory passengers and any secured mobility aid.		YES
The passenger seat shall be arranged such that the unobstructed hip-to-knee room as measured at the seat level which is provided for each seated passenger shall not be less than 25.5 inches. Note: This is the minimal acceptable spacing.		YES
The seat back and cushions shall be of the same color and pattern, shall be color-keyed to the vehicle's exterior color and shall harmonize with the vehicle's interior color.		YES
<u>FOLD AWAY REAR SEAT FOOTREST</u>		
Full width, steel footrest for rear seat passengers with positive, up/down positions, manually operated. Top of footrest is minimum 7.25 inches above the floor. Powder coated to match interior floor/trim color.		NO EXCEPTION TAB 10

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
	ITEM 11 (a)
<u>FRONT PASSENGER SEAT</u>	
The front right passenger seat shall be OEM, matching the driver's seat. The seat base shall be adapted to permit easy roll out for mobility aid access/securement. The seat shall lock and unlock easily from the floor area, and have a positive lock device.	YES PER ADDENDUM
The seat shall be modified in such a manner that the tops of the seat backs are approximately the same distance from the vehicle roof as originally intended before lowering the floor.	YES PER ADDENDUM
All non-OEM seats shall meet all applicable FMVSS standard including 207, 208 and 210.	YES
Furthermore, a foot rest shall be placed on the front passenger's seat at original floor level and constructed in such a manner to eliminate any gaps between the foot rest and the right front passenger entry door.	YES PER ADDENDUM
A complete description of the seat modifications and the method of providing the quick release seat shall be provided with the proposal.	YES PER ADDENDUM
<u>OPTIONAL FORWARD FACING REAR FOLD AWAY CENTER SEAT</u>	
<u>Option Must Be Available Upon Request:</u> CE White ADA-35, Braun 125 Fold-A-Way or equivalent. This seat must meet all standard specifications listed in this proposal. Seat shall have vinyl fold up armrest to match seat color on the right side. Fabric and color shall match OEM.	YES PER ADDENDUM
<u>SEATING CONFIGURATION</u>	
The seats and wheelchair positions shall be arranged such that the following seating configurations can be accomplished:	
Three ambulatory passengers (excluding driver) and two mobility aid users - no removable seat in place.	YES PER ADDENDUM
Three ambulatory passengers (excluding driver) and one mobility aid user - front right passenger seat in place.	YES PER ADDENDUM
Four ambulatory passengers (excluding driver) and no mobility aid users.	YES PER ADDENDUM
All seat backs and cushions shall be of the same color and pattern, shall be color-keyed to the vehicle's exterior color, and shall harmonize with the vehicle's interior color.	YES
<u>SEAT BELTS/SHOULDER HARNESS</u>	
A seat belt and shoulder harness shall be provided at the driver's seat. At each passenger seating position, a seat belt shall be provided and, if required by applicable state and federal laws, a shoulder harness shall also be provided. All seat belts and shoulder harnesses shall be of sufficient length to comfortably fit a large adult.	YES

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
Separate belts shall be provided to secure mobility aid passengers (see Securement System).	YES
<u>MOBILITY AID POSITIONS</u>	
Mobility aid positions are spaces inside the vehicle for transporting people in wheelchairs or other mobility aids. Each position shall consist of a usable floor area in which a passenger in a mobility aid may be positioned and in which an occupant restraint system and securement devices are to be installed.	YES
Two mobility-aid positions will be provided on this vehicle. One position shall be located adjacent and to the right of the driver, and the other position shall be located immediately behind the driver as close to the left side of the vehicle as possible. Both positions shall be forward facing.	NO EXCEPTION TAB 10 ITEM 11 (a)
The securement system shall be placed as near to the accessible entrance as practicable and shall have a clear floor area of 30 inches by 48 inches. Such space shall adjoin, and may overlap, an access path. Not more than 6 inches of the required clear floor space may be accommodated for footrests under another seat provided there is a minimum of 9 inches from the floor to the lowest part of the seat overhanging the space.	YES PER ADDENDUM
The dimensions of these mobility-aid positions are intended to give adequate room for the final traveling position of the mobility-aid and its occupant AND sufficient room for the maneuverability of the mobility aid into that position. The actual placement of the securement devices within the position is described in the Securement System section of these specifications.	YES PER ADDENDUM
<u>NO INTERIOR PROJECTIONS</u>	
The interior of the vehicle shall be free of all projections. All sharp edges, protruding fasteners and brackets that could cause injury to passengers or catch hold of clothing shall be covered. The interior of the vehicle shall be completely finished. The interior of the vehicle shall be completely finished, and insulated sidewalls shall be vinyl or melamine covered. Carpeting is not to be used as a wall covering unless prior approval is obtained from INDOT.	YES
<u>SIGNAGE</u>	
Each vehicle shall contain sign(s) which indicate that seats in the front of the vehicle are priority seats for persons with disabilities, and that other passengers should make seats available to those who wish to use them. At least one set of forward-facing seats shall be so designated.	YES
Each securement location shall have a sign designating it as such.	YES
Characters on such signs shall have a width-to-height ratio between 3:5 and 1:1 and a stroke width-to-height ratio between 1:5 and 1:10, with a minimum character height (using an upper case "X") of 5/8 inches, with a "wide" spacing (generally, the space between the letters shall be 1/16 the height of the upper case letters), and shall contrast with the background either light-on-dark or dark-on-light.	YES
<u>MOBILITY AID SYSTEM</u>	
The mobility-aid system shall permit wheelchair or other mobility aid users to enter and leave the vehicle by means of a ramp and provide for the safe transportation of these persons inside the vehicle. The entire systems shall meet, at a minimum, all applicable requirements of 36 CFR Section 1192.23 (a), (c) and (d) in addition to these specifications.	YES

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
The components of the mobility aid system shall include the following:	
Ramp	YES
Securement system	YES
Occupant restraint system	YES
All modifications required to the exterior and interior of the minivan to provide a complete functioning system.	YES
Control Interlock	YES
All parts shall be new. All necessary servicing and adjustments shall be made on the equipment prior to delivery of the vehicle. All equipment shall be ready for immediate and continuous operation upon delivery of the minivan. All exposed metal services shall be painted or shall be corrosion-resistant.	YES
<u>RAMP</u>	
A ramp designed for manual operation shall be installed on the right (curb) side. The ramp shall be capable of safely supporting a 600 pound load, placed at the centroid of the ramp distributed over an area of 26 by 26 inches, with a safety factor of at least 3 based on the ultimate strength of the material. Test results verifying this requirement shall be available and if requested, a copy shall be submitted to INDOT.	YES
The ramp surface shall be continuous and slip resistant, shall not have any protrusions from the surface greater than 1/4 inch high, and shall accommodate both four-wheel and three-wheel mobility aids.	YES
The transition from roadway or sidewalk and the transition from vehicle floor to the ramp may be vertical without edge treatment up to 1/4 inch. Changes in level between 1/4 inch and 1/2 inch shall be beveled with a slope no greater than 1:2.	YES
The vehicle shall be equipped with a manually operated, 90-degree swing-away mobility access ramp, which folds and unfolds through the right side door. The fold and unfold motion of the ramp must be counter balanced so that the force exerted by the operator does not exceed 15 lbs. The ramp shall have an effective minimum width of 30 inches and a minimum length of 45 inches. The height from the ground to the top of the ramp shall not exceed 12 inches.	YES PER ADDENDUM
When in use for boarding or alighting, the ramp shall be firmly attached to the vehicle so that it is not subject to displacement when loading or unloading a heavy power mobility aid and that no gap between the vehicle and ramp exceeds 5/8 inch.	YES
A compartment, securement system, or other appropriate method shall be provided to ensure that the stowed ramp does not impinge on a passenger's wheelchair or mobility aid, or pose any hazard to passengers in the event of a sudden stop or maneuver.	YES
A white, yellow or orange band running the full width of the ramp shall be provided on the vehicle floor at the edge of the platform and a similar band shall be placed on the ramp at the boarding edge. Edge guards shall extend the full length of the ramp platform on both sides and shall have a minimum height of 2 inches.	YES
A warning light in the driver's compartment shall indicate the passenger entrance door is open or ajar.	YES

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
<u>SECUREMENT SYSTEM</u>	
At each mobility aid position a securement systems shall be provided to securely hold the mobility aid in position.	YES
Q-Straint Model # Q-10007 Retractable Securement System with "L" slider track (flanged). Systems by other manufacturers may be accepted with prior approval.	YES
The system shall utilize flanged "L" continuous track, capable of securing a variety of common mobility aid designs and accommodate a wide range of occupant sizes.	YES
Each securement position system shall consist of four (4) adjustable, securement strap assemblies that attach to the structural frame of the mobility aid at four separate points, and anchor into the track on the vehicle floor at four separate points. Each securement system shall have a corresponding occupant restraint system. The occupant restraint system shall consist of adjustable lap belt and a shoulder belt, and shall meet all applicable Federal Motor Vehicle Safety Standards.	YES
The securement system and their attachments to the vehicle shall restrain a force in the forward longitudinal direction of up to 2,5000 pounds per securement leg and a minimum of 5,000 pounds for each mobility aid. In addition, the securement system shall meet the "30 mph /20g standard" developed at the University of Michigan. Test results verifying these requirements shall be available and, if requested, a copy shall be submitted to INDOT.	YES
The securement system shall secure common wheelchairs and mobility aids and shall either be automatic or easily attached by a person familiar with the system and inobility aid and having average dexterity.	YES
A minimum of two tracks at each mobility aid position, each of sufficient length for proper attachment and positioning of the belts, shall be place parallel to each other and perpendicular to the direction in which the mobility aid faces. The minimum length of the front forward shall be 36 inches and the minimum length of the rear track shall be 30 inches. The distance between centerlines of the tracks shall be approximately 41 inches.	YES
<i>Note:</i> Alternative belt-track systems, using shorter pieces of track (if maneuverability of mobility aids or safety of ambulatory persons is affected) and alternative locations for mounting track, will be considered provided that prior approval is obtained from INDOT.	
The tracks shall be securely flush mounted to the floor of the vehicle in such a way as to ensure they will not pull away from the floor or shift position under anticipated loads. The flush mounted tracks shall have no gaps between the ends or sides of the track and the floor covering. The vehicle floor anchorage for the securement system shall be capable of withstanding a tensile load of 6,000 lbs. applied at a 45 degree angle at each track or floor plate slot when tested with the applicable track fitting. Test results to verify this requirement shall be available and, if requested, shall be submitted to INDOT.	YES
Care should be taken to avoid damage to any of the vehicle's components during installation of the securement system.	YES
When the wheelchair or mobility aid is secured in accordance with manufacturer's instructions, the securement system shall limit the movement of an occupied wheelchair or mobility aid to no more than 2 inches in any direction under normal vehicle operating conditions.	YES
In addition, storage pouches shall be made to store the straps and buckles off the floor when	YES

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
they are not in use. The stored straps and the securement tracks shall not interfere with passenger movement or sitting space, shall not present any hazardous condition, shall be reasonably protected from vandalism, and shall be readily accessed when needed for use. Q-Straint Q5-8522, Sure-lok FE 201145 or approved equal. One storage pouch per each wheelchair tiedown position.	
The Respondent shall submit with the proposal a description, in detail, with supporting drawings (may be clear hand-drawn sketches) and literature showing the type and location of the securement system to be furnished.	YES
<u>WEBBING LOOPS</u>	
Q-Straint Q5-7580, Sure-Lok FE-200750 or approved equal. To assist with securement of electric wheelchairs.	YES PER ADDENDUM
<u>DEMONSTRATE USE OF SECUREMENT SYSTEM</u>	
The Respondent shall provide with each vehicle upon delivery a pamphlet/brochure and video describing (and instructing) the use of the securement system and shall demonstrate to the recipient the proper method of using the system.	YES
Demonstration of use of the securement system must be performed to ensure correct use of the belt-track system.	YES
As part of the instruction process, the instructor shall have the student actually use the securement system and tie down a mobility aid in its proper location in the vehicle. Arrangements for having a wheelchair or other mobility aid should be made with the receiving agency prior to delivery of the vehicle. This process ("hands on" instruction) shall be repeated until the student completely understands the system's use and will be able to instruct others in its use.	YES
Adequate time shall be allowed to accomplish this instruction and costs shall be included in the proposal price for the basic vehicle.	YES
<u>OCCUPANT RESTRAINT SYSTEM</u>	
A restraint system shall be provided for the occupant of the wheelchair or other mobility aid.	YES
The occupant restraint system shall be a seat belt and shoulder harness assembly, complying with all applicable provisions of 49 CFR part 571, attached to the floor or side of the vehicle. A retractor or other device (such as a detachable clip) shall be provided to keep the belt webbing and strap off the floor when the belt is not in use.	YES
<u>CONTROL INTERLOCK</u>	
The side ramp and left side passenger sliding doors shall be equipped with an interlock system which will enable the vehicle brakes and/or transmission that will prevent the vehicle from moving when either of the side slide doors are open. System shall incorporate a dash mounted red LED flashing light that will alert driver when either side sliding door is open and interlock is activated."	YES PER ADDENDUM
(Deleted)	N/A
<u>TESTING</u>	

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
The vehicle shall be thoroughly inspected and tested during construction and upon completion to ensure all equipment is installed and operating properly. Tests shall be performed to ensure that the completed vehicle is rustproof, watertight, fume proof and all vehicle and equipment fluids are specifications. All provisions of 49 CFR part 665 (Bus testing) shall be met, and a certificate assuring compliance with these regulations shall be submitted with the proposal.	YES
<u>MAINTENANCE/INSPECTION SCHEDULE</u>	
The successful Respondent shall supply the recipient agency at the time of delivery a detailed maintenance and inspection schedule for the vehicle. The maintenance and inspection schedule shall incorporate the required maintenance and inspection of the basic vehicle and its subsystems (e.g. ramp, securement devices, etc.) as prescribed by respective manufacturers.	YES
<u>GRAB HANDLES</u>	
<p>At least one grab handle, preferably located on the right side of the door shall be provided at both the right front passenger's door and at the wheelchair access/sliding passenger door.</p> <p>The handrail(s) shall permit sufficient turning and maneuvering space for wheelchairs and other mobility aids to reach the securement locations from the ramp.</p> <p>The handrail(s) shall be provided in a configuration which allows persons with disabilities to grasp such assists from outside the vehicle while starting to board, and to continue using such assists throughout the boarding process. Handrails shall have a cross-sectional diameter of between 1 1/4 inches and 1 1/2 inches or shall provide an equivalent grasping surface, and have eased edges with a corner radii of not less than 1/8 inch. Handrails shall be placed to provide a minimum 1 1/2 inches knuckle clearance from the nearest adjacent surface.</p>	YES PER ADDENDUM
<u>STORAGE WALL POUCH</u>	
Q5-8555 or FE201145 or approved equal	YES
<u>DELIVERY LOCATION</u>	
The Respondent shall deliver the vehicles to a mutually agreed upon location/facility in the Indianapolis area. Agency names, contacts, addresses and phone numbers will be provided to the Respondent prior to delivery.	YES
At time of delivery, the Respondent will demonstrate the use of the securement system to the agencies.	YES
<u>INSPECTION</u>	
INDOT and/or the agency receiving the vehicle reserve the right to inspect the first vehicle, or any subsequent vehicle or vehicles, produced in conformation with the specifications by any manufacturer and intended for delivery to the specified recipient agency. The inspection may be performed at the place of manufacture (or conversion) of the vehicle at any stage of construction, if INDOT or the agency desires to exercise this option; or may be performed at the Respondent's place of business, at the recipient agency's location, or at a mutually agreed upon site.	YES
The Respondent and/or manufacturer shall give all needed assistance to INDOT and/or agency personnel in the performance of the inspection. The inspection, if made, will be in detail by INDOT and/or agency personnel and may involve modifications, additions, and/or deletions for	YES

Low Floor Minivan Specification	Meets Specification? (Yes/No Unless Otherwise Specified)
the purposes of complying with the specifications, to the vehicle and all other like vehicles before the vehicle(s) will be accepted and payment authorized. Also, any delivered vehicle not conforming to the specifications can be rejected and major corrections required; or the production of a new vehicle meeting the specifications may be required.	
<u>SERVICE POLICY/WARRANTY</u>	
The successful Respondent shall furnish with the vehicle the manufacturer's owner service policies and warranties for the basis vehicle, the modification of the vehicle and all equipment.	YES
The warranty for the basis van shall be the manufacturer's standard warranty minimum 3 years/36,000 miles.	YES
The warranty for the modification of the vehicle shall provide that, at a minimum, all repairs and replacements needed due to factory defects shall be furnished and installed promptly without charge by authorized service representatives within the first 90 days after final delivery of the vehicle.	YES
The ramp system shall be covered by a warranty that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year or first 12,000 miles after final delivery of the vehicle.	YES
The removable seat system shall be covered by a warranty providing that, at a minimum, all replacement parts and repairs needed due to defects in material or workmanship shall be furnished and installed promptly without charge by authorized service representatives within the first year after final delivery of the vehicle.	YES
The radial tires and battery shall be covered by the warranty that is standard to the industry, at a minimum.	YES
The rustproofing shall be covered by a warranty that is standard to the rustproofing industry and which shall provide for, at a minimum, at least five (5) years of protection through rust-through.	YES

2.2. Specification Compliance Checklist - Small Transit Vehicle

In the yellow shaded boxes, please confirm the Respondent meets each Vehicle Specification by adding a "Yes" or "No", unless otherwise specified. Please refer to Section 1.6.1 of the RFP for how to submit questions or concerns about any of the specifications, or to request an exception to the specifications.

The fact that every item constituting the construction of the unit is not specifically mentioned nor described will be interpreted to mean that the Respondent shall install items that conform to the **best known engineering standards of the trade, relative to design, strength, quality, and workmanship**. Furthermore, each unit is to be delivered fully equipped, with all manufacturer's standard equipment and accessories, unless otherwise requested. This equipment must meet the latest federal safety regulations.

Please note that Tab D of the Cost Proposal contains additional optional equipment for which the Respondent must provide a cost addition or reduction.

Exhibit D – Special Procurement Documents

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

PLEASE SEE ATTACHED DOCUMENTS



REQUEST FOR SPECIAL PROCUREMENT

State Form 54650 (R / 1-15)
INDIANA DEPARTMENT OF ADMINISTRATION

15725

E-mail this completed form to the IDOA Procurement Division at idoaspecprocreeg@idoa.in.gov.

- 1) 2/26/2016
- 2) IDOA
Nancy Morris
317-234-3703, Nanmorris@idoa.in.gov
- 3) Relevant Indiana Code (per 5-22-10): 5-22-10-9
Value of Proposed Contract or Purchase: \$42,154
Recommended Vendor: Midwest Transit

Detailed Justification that Validates Special Purchasing Method

This will result in a statewide QPA

- 4) Describe the product/services the vendor will provide (note if it is state or federally mandated) and explain why this meets the special purchasing method listed above.
Midwest Transit will provide the MV-1 mobility van. INDOT will be transitioning to these types of mobility vans. Pricing was obtained via RFP 16-011. The request in the proposal was for a typical low-floor minivan. However, vendors submitted pricing for the MV-1s as well as this appears to be an industry trend. Midwest Transit is selected for this QPA as it would not make sense financially from an administrative standpoint to administer to whole new QPA for one line item. Midwest Transit was already selected to be the provider of the low-floor minivan category. There is no historical spend for this vehicle and definitive future spend is unknown at this time, but knowing that purchases will indeed be made, it is in the State's best interest to award this category to Midwest Transit, who will be providing the other mobility vans.
- 5) Detail the research performed to determine this product/service is the best solution for the state.
Pricing obtained from three vendors via RFP 16-011.
- 6) Provide all vendors' names and quotes and describe why this vendor was chosen.

1. Hoekstra Transportation	Total Price \$ 42,000
2. Midwest Transit	Total Price \$ 42,154
3. Shepard Brothers	Total Price \$ 43,492
- 6a) If less than three quotes were obtained; explain why the price is fair and reasonable under the circumstances.

Approved By:

Head Procurement Agent

Date: 2/29/16
(month, day, year)

Department of Administration

Date: 2/29/16
(month, day, year)

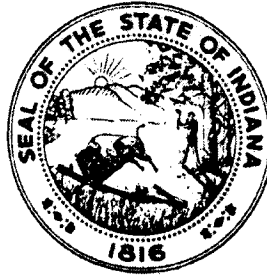
State Budget Agency

Date: _____
(month, day, year)

Exhibit E – Contractor's response to RFP16-011

This document is an exhibit to the Contract, and is deemed to be attached to and incorporated within the Contract by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Contract shall be resolved by giving precedence and effect to the Contract.

PLEASE SEE ATTACHED DOCUMENTS



STATE OF INDIANA

Request for Proposal 16-011

INDIANA DEPARTMENT OF ADMINISTRATION

**On Behalf Of
All State Agencies**

**Solicitation For:
Vehicles**

Response Due Date: September 21, 2015 by 3:00 PM EST

Eric Klinefelter, Strategic Sourcing Analyst
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W478
Indianapolis, Indiana 46204

SECTION ONE
GENERAL INFORMATION AND REQUESTED PRODUCTS/SERVICES

1.1 INTRODUCTION

In accordance with Indiana statute, including IC 5-22-9, the Indiana Department of Administration (IDOA), acting on behalf of the All State Agencies, requires vehicles for the State of Indiana. It is the intent of IDOA to solicit responses to this Request for Proposals (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document. This RFP is being posted to the IDOA website (<http://www.IN.gov/idoa/2354.htm>) for downloading. A nominal fee will be charged for providing hard copies. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.2 DEFINITIONS AND ABBREVIATIONS

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

IAC	Indiana Administrative Code
IC	Indiana Code
CUF	Commercially Useful Function – A business function that supports the scope of this solicitation
Contractor	Any successful Respondent selected as a result of the procurement process to deliver the products or services requested by this RFP
Account Management Team	The Account Management Team is the designated persons assigned by the State and by the Contractor for the administration of this Contract.
Full Time Equivalent (FTE)	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE

Implementation	The successful implementation of vehicles Quantity Purchase Agreements (QPAs) at the Indiana Government Center as specified in the contract resulting from this RFP
Manufacturer Build-Out / Order Due Date	Final order due date from the manufacturer for the current Model Year vehicles. After this date the manufacturer will accept no new orders for that Model Year.
New Vehicle	A new vehicle shall be defined as a current model year vehicle that has not been previously titled to any party (public or private) and has minimal mileage (i.e., less than 175 miles).
Other Governmental Body	An agency, a board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A state educational institution
Point of Delivery	Actual location (address) provided by Requesting Entity that the Contractor will transport the vehicle for order fulfillment.
Products	Tangible goods or manufactured items as specified in this RFP
Proposal	An offer as defined in IC 5-22-2-17
QPA	Quantity Purchase Agreement is an "open end or term" agreement in which one or more vendor contracts with the State to provide equipment, supplies, and/or services for a specific time and at a specific price.
Requesting Entity	A party who places an order through the contract resulting from this RFP
Respondent	An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the Respondent who will be ultimately responsible for performance of the contract
Services	Work to be performed as specified in this RFP

State	The State of Indiana
State Agency	As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government
Total Bid Amount	The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price.

1.3 PURPOSE OF THE RFP

The purpose of this RFP is to select a contractor that can satisfy the State's need for new vehicles. It is the intent of IDOA to contract with one or more vendors that provide quality new vehicles for the State of Indiana.

1.4 SCOPE OF WORK

1.4.1 Overview

The Contractor shall provide all services necessary to provide new vehicles to the State of Indiana as set forth in this RFP and attachments, incorporated and made a part of this Contract herein by reference. IDOA, on behalf of All State Agencies, is establishing a quantity purchase agreement (QPA) for these services. The duties of the Contractor are set forth, attached hereto, and fully incorporated herein.

Respondents must be aware that one vehicle category in this RFP -Mobility Vans- has separate minimum specifications and additional federally-driven contract terms and conditions outlined in Attachment I. Due to federal funding guidelines, Respondents should be aware that, should any of the State's terms and conditions conflict with Federal terms and conditions (as listed in Attachment I), the Federal terms and conditions will prevail.

Furthermore, other governmental bodies of the State of Indiana may utilize the QPA negotiated by the State. Although participation of this contract by the other governmental bodies is not mandatory, it is the State's goal to continue to encourage all other governmental bodies of the State of Indiana to use the price agreement(s) resulting from this RFP. Increased utilization by these entities significantly enhances the business opportunity for the winning Respondent without having to participate in additional RFP processes individually with these entities.

The State however, is not responsible for the transactions between the awarded Respondent and these entities. All other governmental bodies using State contracts and QPAs are expected to follow the contractual terms and conditions specified in those agreements and within local purchasing requirements. The awarded Respondent is

required to provide and extend pricing for vehicles to other governmental bodies of the State of Indiana.

The State may award all or part of this RFP based on the best interests of the State.

1.4.2 Current Purchasing Profile

This RFP for vehicles is divided into three (3) vehicle categories for new vehicles. The vehicle categories are: General Passenger Vehicles, Police Vehicles and Mobility Vans. The following chart shows the historic breakdown of new vehicles purchases in order to provide Respondents with background knowledge of the historic statewide purchasing profile:

Quantity by Vehicle Type 2013 - 2014

Vehicle Category	Vehicle Type	Quantity by Calendar Year	
		2013	2014
General Passenger Vehicles	Mid-Size Sedan	41	52
	Full-Size Sedan	N/A (New QPA Category)	
	Hybrid Sedan	N/A (New QPA Category)	
	Mid-Size SUV	34	15
	Full-Size SUV	N/A (New QPA Category)	
	12 Passenger Van	8	0
	Utility Van	N/A (New QPA Category)	
	Minivan	0	2
	Full-Size Pickup Truck, 1/2 Ton	92	174
	Full-Size Pickup Truck, 3/4 Ton	N/A (New QPA Category)	
	Full-Size Pickup Truck, 1 Ton	N/A (New QPA Category)	
Police Vehicles	Police Rated Pursuit Sedan	260	41
	Police Rated Pursuit SUV	N/A (New QPA Category)	
Mobility Vans	Small Transit Vehicle	12	10
	Large Transit Vehicle	2	3
	Low Floor Minivan	9	32
TOTAL		458	329

Top 10 Vehicle Make and Models 2013 - 2014*

Make and Model	Quantity by Calendar Year	
	2013	2014
Ford F-150 Super Cab 4x4	72	157
Dodge Charger (used as Police Rated Pursuit Vehicle)	128	0
Chevrolet Police Pursuit Vehicle (PPV)	132	19
Ford Fusion S	41	52
Ford F-150 Crew Cab 4x4	20	17
Ford Explorer XL 4x4	33	12
Chevrolet PPV 9C1	0	22
Ford Econoline Wagon	8	0
Dodge Grand Caravan	0	2

Ford Edge	1	3
TOTAL	435	284

* Make and Model is not applicable for mobility van purchases. As such, mobility vans are not represented in the chart above.

In aggregate, the State purchased 329 vehicles in 2014. Since this number is based on past usage and may fluctuate up or down, the State is not in a position to guarantee that future purchasing will be at this level. Nevertheless, this amount is provided as an aid to vendors in responding to this RFP.

This figure is only an estimate and is not to be construed as an amount to be offered under this RFP.

1.4.3 Order Confirmation

The Contractor is required to provide an order confirmation to the Requesting Entity within two (2) business days from receipt of the Purchase Order, including item description (including vehicle make, model, model year, any add-on accessories and options), quantity, vehicle order number(s), contact information, purchase order number, unit price, extended price, delivery fees, total price, and the delivery date agreed to by the Contractor and the Requesting Entity.

Delivery Requirements

The State declares that time is of the essence and the delivery of the new vehicle(s) ordered by the projected delivery date is crucial to the Requesting Entity. The Contractor shall use commercially reasonable best efforts to maintain a Fill Rate of 100% delivery of new vehicles within the maximum delivery date range of 120 calendar days from Order Confirmation Date, or a date otherwise mutually agreed upon by the Requesting Entity and the Contractor. The Contractor shall use commercially reasonable best efforts to meet the requirements specified by each Requesting Entity and to deliver to all current and potential delivery sites or points of use within the State.

If for any reason the Contractor is unable to meet the maximum delivery date of 120 calendar days or the date that was otherwise mutually agreed upon for a vehicle, the Contractor shall be subject to consequential Invoice Credits and corrective actions as described in Sections 1.4.14 and 1.4.15.

The State requires that the Respondent certify on Attachment F – Technical Proposal that there will be no delivery charge for the following delivery locations: Marion County, INDOT Facility in Greenfield, and Camp Atterbury – DNR Quartermaster facility in Johnson County.

1.4.4 Report Submission Requirements

The Contractor shall provide IDOA with the reports listed below as well as any reports requested by the State on an ad hoc basis.

- a. **Monthly Sales Report:** The Contractor shall submit to IDOA a monthly sales report on the 15th of each month documenting the sales for the past month. Reports shall include, but are not limited to:
 - Requesting Entity Name
 - End-user Type (State Agency, School, Local Government, other)
 - Purchase Order Number and Date of Order
 - Estimated Date of Delivery
 - Vehicle model year, make, model and any other accessories or options purchased
 - Price per unit
 - Quantity ordered
 - Extended Price
- b. **Quarterly non-QPA Sales Report:** The Contractor shall submit to IDOA a quarterly report that documents any sales made to Indiana government customers but not under the auspices of this QPA. For example, the Contractor will include vehicles that are not an approved QPA model in this report. The report will contain the same data points and shall be in the same format as the monthly sales report.
- c. **Quarterly Performance Report:** The Contractor shall submit to IDOA a quarterly performance report on the 15th of each month, documenting the degree to which the Contractor met the performance metrics outlined in Section 1.4.14 over the past month.
- d. **Annual Other Governmental Bodies Report:** The Contractor shall submit to IDOA a quarterly report that documents any sales made to Other Governmental Bodies that falls under the auspices of this QPA.
- e. **Close-out Report:** The Contractor shall submit to IDOA a close-out report within one hundred twenty (120) days after the expiration of the contract. The close-out report must cover all sales now shown on the final monthly report and reconcile all errors and credits. If the Contractor reporting all sales and reconciled all errors and credits on the monthly sales report, then the Contractor should show zero (0) sales in the close-out report. The report will contain the same information and shall be in the same format as the monthly sales report.

All reports must be submitted in a Microsoft Excel template provided by IDOA at the start of the contract term.

1.4.5 Auditing

The State reserves the right to audit at any time the Contractor's dealer invoices, factory invoices, evidence of holdbacks and dealer incentives, customer incentives, published price lists, or any other evidence establishing the Contractor's net cost, upon request.

1.4.6 Vehicle Requirements

IDOA is soliciting the vehicle types listed in Attachment D – Cost Proposal. In that attachment, please refer to “Tab A. Vehicle Minimum Specifications” to review the minimum specifications of each vehicle type.

1.4.6.1 Vehicle Drivable Upon Delivery

All vehicles sold under this contract must be fully serviced as per the manufacturer’s pre-delivery recommendations and all equipment accessories and options are to be installed with the adjustments made that are required to prepare the vehicle for immediate and continuous operation. All necessary fluids must be filled to the maximum level. The gasoline tank must be at least one half (½) full. The exception is Mobility Vans, whose fuel tanks must contain at least three (3) gallons of fuel when delivered.

1.4.6.2 Advertisements on Vehicle

All vehicles sold under this contract must not have any advertisement or dealer logo of any kind affixed to the vehicle. Only information required by law shall be affixed to the vehicle.

1.4.6.3 Odometer Limit

All General Passenger and Police vehicles sold under this contract must be delivered or picked up with less than 175 miles on the odometer. All Mobility Vans sold under this contract must be delivered or picked up with less than 1,000 miles on the odometer. If the Contractor believes that a vehicle will have 175 miles or more on the odometer before delivery or pickup for General Passenger or Police Vehicles, or 1,000 miles or more for Mobility Vans, the Contractor must seek the written approval of the Requesting Entity and IDOA. The Requesting Entity and IDOA has the authority to reject any General Passenger or Police vehicle that has 175 miles or more on the odometer and any Mobility Van that has 1,000 miles or more on the odometer if the Requesting Entity and IDOA did not already agree to such mileage in writing.

1.4.7 Police Pursuit Sedan – State of Michigan Test

All of Police Pursuit Sedans offered under this contract shall meet the requirements of, and shall successfully pass, the vehicle test conducted by the Michigan State Police. Test results shall be made available by the Contractor, upon request of the State or any Requesting Entity. The requirement does not apply to the Police Pursuit SUV.

1.4.8 Required Tests for Police Vehicle Equipment Installation

The Indiana State Police, the Indiana Conservation Officers, and any other State law enforcement agency shall approve the installation of Contractor installed equipment prior to the delivery or pick up of police pursuit vehicles and police-rated pursuit SUVs. A test model of the vehicle shall be made available at the Contractor’s place of business for inspection and approval.

1.4.9 Liquefied Petroleum Gas (LPG) Fuel Authorized Conversion

As referenced in Attachment D – Cost Proposal, the State is requesting that the three types of Pickup Trucks have the option to be purchased as a LPG-capable vehicle. The Contractor must confirm in writing that the organization utilized by the Contractor to conduct the LP conversion process for each vehicle is certified by the vehicle's manufacturer. Please include documentation related to such certification, if you are bidding on one or more Pickup Truck.

1.4.10 Price Decrease Reciprocation

If, during the contract term, the Contractor's costs from the manufacturer for a vehicle, accessory, option or any other equipment or product sold under this contract decrease, the Contractor shall notify the State of such decrease pass along any cost savings to the State. In addition, the State shall receive any other incentives offered at the time of sale of each vehicle in addition to the guaranteed Incentives. Please see Section 2.5.1 (Pricing Structure) for additional information.

1.4.11 Timely Response to Inquiry

The Contractor shall respond to comments or questions from the State or any Requesting Entity within one (1) business day. For all unresolved questions older than two (2) business days, the Contractor shall contact the questioner and provide an estimated date of when the answer will be communicated. If the Contractor fails to meet this requirement, the Contractor will be subject to all applicable corrective actions in Section 1.4.15.

1.4.12 Order Due Date Notification and Guarantee

The Contractor is required to notify the State immediately when manufacturers' final order due dates are released. All orders received by the Contractor on, or prior to a manufacturer's final order due date shall guarantee delivery of the vehicle as described on the purchase order at the contract price. If a vehicle that is ordered before the manufacturer's order due date (as last communicated in writing to IDOA) is out of stock or out of production, the Contractor must honor the originally ordered vehicle's pricing on the newer year model or a functionally equivalent vehicle that is acceptable to the Requesting Entity.

If the Contractor provides a replacement vehicle that is acceptable to and approved by the Requesting Entity, but after the original delivery date or a revised date approved by the Requesting Entity, the Contractor will be subject to the Delivery and Pick Up Timeliness metric's Invoice Credit calculation as detailed in Section 1.4.14.

If the Contractor and the Requesting Entity cannot come to an agreement on a replacement vehicle that is acceptable to the Requesting Entity within five (5) business days, the Requesting Entity may cancel the order at no cost. The Contractor will also be subject to the Order Fill Rate metric's Invoice Credit calculation as detailed in Section 1.4.14.

1.4.13 Performance Metrics and Invoice Credits

The State has developed a set of performance metrics and targets, defined below, that the Respondent must meet or exceed in order to be in good standing on the contract. All pricing submitted through Attachment D (Cost Proposal) will need to reflect these performance metrics and targets. The Respondent will be scored on their ability to commit to meeting and exceeding these performance metrics and targets. The Contractor's performance for these metrics and the invoice credits will be reviewed quarterly by the State contract manager.

- **Metric 1: Delivery and Pick Up Timeliness**

Goal: (a) The Contractor delivers the ordered vehicle/accessories/options by the scheduled delivery date and, (b) for orders where the Requesting Entity plans to pick up the vehicle, the Contractor has the vehicle ready for pick up by scheduled pick up date.

Performance Target: Zero (0) days late on each order

Calculation:

Number of days that an order is delivered/available for pick up beyond the originally agreed upon delivery/pick up date

Invoice Credit: If the Contractor fails to meet the service level target, the Contractor will provide fifty dollars (\$50.00) in Invoice Credit on the affected order's invoice per calendar day late beyond the approved delivery/pick up date. There is, however, a five (5) calendar day grace period after the approved delivery/pick up date. If for any late order, the vehicle is still not delivered/ready for pick up after grace period ends, the Invoice Credit calculation will be triggered and will include the days of the grace period. For example a vehicle delivered 4 calendar days late will not incur an invoice credit, while a vehicle delivered 6 calendar days late will incur a \$300 invoice credit.

- **Metric 2: Order Accuracy**

Goal: Orders are filled correctly. Vehicles meet the order specifications and all requested accessories and options are included.

Performance Target: 98% or higher

Calculation: Number of orders that are correctly filled monthly divided by total number of orders placed monthly

Invoice Credit: If the Contractor fails to meet the performance target for three (3) consecutive months, the Contractor will be required to provide a future two percent (2%) Invoice Credit based on the value of the affected orders over that three month period.

- **Metric 3: Order Fill Rate**

Goal: The Contractor is able to fill orders for vehicles, options, and accessories placed before the manufacturer's order due date (as last communicated in writing to IDOA).

Performance Target: 100%

Calculation: Total number of orders filled monthly divided by total number of orders placed monthly

Invoice Credit: If the Contractor is unable to fill the order and if then the Contractor and the Requesting Entity cannot come to an agreement on a replacement vehicle/option/accessory that is acceptable to the Requesting Entity in a reasonable time period, then the Contractor must provide the Requesting Entity with a future Invoice Credit in an amount equal to three percent (3%) of the total value of the cancelled order.

Each future Invoice Credit stemming from Metrics 2 and 3 will remain available to the Requesting Entity for up to a year after the contract term ends and applied to the subsequent future orders until the Invoice Credit has been fully depleted.

In addition to the Invoice Credits, the Contractor may be subject to corrective actions in Section 1.4.15.

Per Section 1.4.5, The Contractor shall submit to IDOA a quarterly performance report on the 15th of each month, documenting the degree to which the Contractor met the performance metrics outlined in Section 1.4.14 over the past month. The Contractor will be allowed a sixty (60) calendar day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics above. After the sixty (60) calendar day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the State contract manager one (1) month after the grace period ends. Once a final scorecard, which will include the above performance metrics, has been developed, the State contract manager will calculate a score for the contractor's overall performance.

1.4.14 Corrective Actions for Non-Compliance

- Non-compliance with General Contract Provisions
The State monitors certain quality and performance standards, and holds the Contractor accountable for delivering the scope of work and being in compliance with contract terms. The State accomplishes this by working collaboratively with the Contractor to maintain and improve programs, and not to impair Contractor stability. The State may enforce any of the remedies listed in this section if the Contractor is non-compliant with the contract.
- Non-compliance with Reporting Requirements
Reports submitted incorrectly or not delivered complete, on time, and in the correct reporting formats, as defined in Section 1.4.5 of the RFP document, constitute contractual non-compliance and the State may require corrective action(s) as described in this Section. The State may change the frequency of required reports, or may require additional reports, at the State's reasonable

discretion.

- Non-compliance with Service Level Agreements (SLAs)

The State has developed a set of SLAs, defined in Section 1.4.14, that the Respondent must meet or exceed in order to be in good standing on the contract. All pricing submitted through the Cost Proposal will need to reflect these SLAs. The Respondent will be scored on their ability to commit to meeting and exceeding these minimum SLA's. The SLAs will be reviewed quarterly by the State contract manager to identify any issues requiring immediate attention from the State and Contractor.

- Corrective Actions

In the event that the Contractor fails to meet contract requirements, performance requirements or reporting standards set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within sixty (60) calendar days of the State's discovery of such non-compliance.

If the State elects not to exercise any Corrective Actions in a particular instance, this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the RFP or Contract, may be retroactively assessed.

The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: The State may issue a written warning and solicit a response regarding the Contractor's corrective action.
- Formal Corrective Action Plan: The State may require the Contractor to develop a formal corrective action plan (CAP) detailing the actionable cure for remedying the issue or issues of each performance metric in need of correction. The CAP must be submitted under the signature of the Contractor's chief executive (5) business days. Upon receipt of the CAP, the State shall review and advise of any questions. If the State has no objections to the plan, the plan shall be implemented within (24) hours. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the CAP is not acceptable, the State may provide suggestions and direction to bring the Contractor into compliance.

If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain a credit of \$2,500 from the Contractor in the form of a check with the supportive reporting model, unless the credit is waived by the State contract administrator.

- Contract Termination: The State reserves the right to terminate the contract pursuant to the contract termination clauses in the contract resulting from this RFP.

1.4.15 Quarterly Meeting

A quarterly meeting will take place among the Account Managers, State Agency Representatives, and the State Contract Manager to review the quality of service provided to the State by the Contractor. It is at this time that the State will score the Contractor on a variety of performance criteria, including, but not limited to, the performance metrics described in Section 1.4.14. The Contractor will also have the opportunity to provide the State with suggestions on how to improve its own processes relating to vehicles.

1.5 RFP OUTLINE

The outline of this RFP document is described below:

Section	Description
Section 1 – General Information and Requested Products or Services	This section provides an overview of the RFP, general timelines for the process, and a summary of the products/services being solicited by the State via this RFP
Section 2 – Proposal Preparation Instruction	This section provides instructions on the format and content of the RFP including a Letter of Transmittal, Business Proposal, Technical Proposal, and a Cost Proposal
Section 3 – Proposal Evaluation Criteria	This sections discusses the evaluation criteria to be used to evaluate respondents' proposals
Attachment A	M/WBE Participation Plan Form
Attachment A1	IVBE Participation Plan Form
Attachment B	Sample Contract

Attachment C	Indiana Economic Impact Form
Attachment D	Cost Proposal Template
Attachment D1	Accessory and Option Pricing Template
Attachment E	Business Proposal Template
Attachment F	Technical Proposal Template
Attachment G	Q&A Template
Attachment H	Mandatory Requirements
Attachment I	Mobility Van Specifications, Terms, and Conditions
Attachment J	Minority, Women and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions

1.6 QUESTION/INQUIRY PROCESS

All questions/inquiries regarding this RFP must be submitted in writing by the deadline of **3:00 p.m. Eastern Time** on August 28, 2015. Questions/Inquiries may be submitted in Attachment G, Q&A Template, via email to rfp@idoa.IN.gov and must be received by the time and date indicated above.

Following the question/inquiry due date, Procurement Division personnel will compile a list of the questions/inquiries submitted by all Respondents. The responses will be posted to the IDOA website according to the RFP timetable established in Section 1.24. The question/inquiry and answer link will become active after responses to all questions have been compiled. Only answers posted on the IDOA website will be considered official and valid by the State. No Respondent shall rely upon, take any action, or make any decision based upon any verbal communication with any State employee.

Inquiries are not to be directed to any staff member of State agencies with current vehicle fleet operations. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

If it becomes necessary to revise any part of this RFP, or if additional information is necessary for a clearer interpretation of provisions of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA website. If such addenda issuance is necessary, the Procurement Division may extend the due date and time of proposals to accommodate such additional information requirements, if required.

1.6.1 Question and Answer Period for Vehicle Minimum Specifications

If the Respondent would like to raise any questions related to the vehicle minimum specifications as described in Attachment D – Cost Proposal, Tab A. Vehicle Minimum Specifications, the Respondent should raise those questions and/or concerns during the Round 1 question process, according to the timeline in Section 1.24. Any subsequent questions on specifications must be submitted by the Round 2 question deadline, according to the timeline in Section 1.24.

1.7 DUE DATE FOR PROPOSALS

All proposals must be received at the address below by the Procurement Division no later than **3:00 p.m. Eastern Time** on September 21, 2015. Each Respondent must submit **one original CD-ROM (marked "Original")** and six (6) complete copies **on CD-ROM** of the proposal, including the Transmittal Letter and other related documentation as required in this RFP. The **original** CD-ROM will be considered the official response in evaluating responses for scoring and protest resolution. **The respondent's proposal response on this CD may be posted on the IDOA website, (<http://www.in.gov/idoa/2462.htm>) if recommended for selection.** Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Eric Klinefelter
Indiana Department of Administration
Procurement Division
402 West Washington Street, Room W468
Indianapolis, IN 46204

If you hand-deliver solicitation responses:

To facilitate weapons restrictions at Indiana Government Center North and Indiana Government Center South, as of **July 21, 2008**, the public must enter IGC buildings through a designated public entrance. The public entrance to Indiana Government Center South is located at 302 W. Washington St. (the eastern-most Washington St. entrance). This entrance will be equipped with metal detectors and screening devices monitored by Indiana State Police Capitol Police.

Passing through the public entrance may take some time. Please be sure to take this information into consideration if your company plans to submit a solicitation response in person.

If you ship or mail solicitation responses: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to

the Procurement Division. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division at the Department of Administration's reception desk on or before the designated time and date. Late submissions will not be accepted. The Department of Administration, Procurement Division clock is the official time for all solicitation submissions.

Regardless of delivery method, all proposal packages must be sealed and clearly marked with the RFP number, due date, and time due. IDOA will not accept any unsealed bids. Any proposal received by the Department of Administration, Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

1.8 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date and time specified in Section 1.24 of this document. The pre-proposal conference will be held in the Indiana Government Center South Room 22. At this conference, potential respondents may ask questions about the RFP and the RFP process. Respondents are reminded that no answers issued verbally at the conference are binding on the State and any information provided at the conference, unless it is later issued in writing, also is not binding on the State.

1.9 MODIFICATION OR WITHDRAWAL OF OFFERS

Modifications to responses to this RFP may only be made in the manner and format consistent with the submittal of the original response, acceptable to IDOA and clearly identified as a modification.

The Respondent's authorized representative may withdraw the proposal, in person, prior to the due date. Proper documentation and identification will be required before the Procurement Division will release the withdrawn proposal. The authorized representative will be required to sign a receipt for the withdrawn proposal.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered.

1.10 PRICING

Pricing on this RFP must be firm and remain open for a period of not less than 180 days from the proposal due date. Any attempt to manipulate the format of the document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

Please refer to the Cost Proposal sub-section under Section 2 for a detailed discussion of the proposal pricing format and requirements.

1.11 PROPOSAL CLARIFICATIONS AND DISCUSSIONS, AND CONTRACT DISCUSSIONS

The State reserves the right to request clarifications on proposals submitted to the State. The State also reserves the right to conduct proposal discussions, either oral or written, with Respondents. These discussions could include request for additional information, request for cost or technical proposal revision, etc. Additionally, in conducting discussions, the State may use information derived from proposals submitted by competing respondents only if the identity of the respondent providing the information is not disclosed to others. The State will provide equivalent information to all respondents which have been chosen for discussions. Discussions, along with negotiations with responsible respondents may be conducted for any appropriate purpose.

The Procurement Division will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

A sample contract is provided in Attachment B. Any requested changes to the sample contract must be submitted with your response (See Section 2.3.5 for details). The State reserves the right to reject any of these requested changes. It is the State's expectation that any material elements of the contract will be substantially finalized prior to contract award.

1.12 BEST AND FINAL OFFER

The State may request best and final offers from those Respondents determined by the State to be reasonably viable for contract award. However, the State reserves the right to award a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for final contract negotiations/execution the offers that are most advantageous to the State, considering cost and the evaluation criteria in this RFP.

1.13 REFERENCE SITE VISITS

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal.

1.14 TYPE AND TERM OF CONTRACT

The State intends to sign a contract with one or more Respondent(s) to fulfill the requirements in this RFP.

The term of the contract shall be for a period of two (2) years from the date of contract execution. There may be two (2) one-year renewals for a total of four (4) years at the State's option.

1.15 CONFIDENTIAL INFORMATION

Respondents are advised that materials contained in proposals are subject to the Access to Public Records Act (APRA), IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the APRA must indicate so in the Transmittal Letter. Confidential Information must also be clearly marked in a separate folder on any included CD-ROM. The Respondent must also specify which statutory exception of APRA that applies. The State reserves the right to make determinations of confidentiality. If the Respondent does not identify the statutory exception, the Procurement Division will not consider the submission confidential. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to APRA, it may seek the opinion of the Public Access Counselor. Prices are not confidential information.

1.16 TAXES

Proposals should not include any tax from which the State is exempt.

1.17 PROCUREMENT DIVISION REGISTRATION

In order to receive an award, you must be registered as a bidder with the Department of Administration, Procurement Division. Therefore, to ensure there is no delay in the award all Respondents are strongly encouraged to register prior to submission of their response. Respondents should go to www.in.gov/idoa/2464.htm.

1.18 SECRETARY OF STATE REGISTRATION

If awarded the contract, the Respondent will be required to register, and be in good

standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. Information concerning registration with the Secretary of State may be obtained by contacting:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576
www.in.gov/sos

1.19 COMPLIANCE CERTIFICATION

Responses to this RFP serve as a representation that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

1.20 EQUAL OPPORTUNITY COMMITMENT

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5, it has been determined that there is a reasonable expectation of minority and woman business enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore a contract goal of 8% for Minority Business Enterprises and 8% for Woman Business Enterprises have been established and all respondents will be expected to comply with the regulation set forth in 25 IAC 5.

Failure to address these requirements may impact the evaluation of your proposal.

1.21 MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR COMMITMENT

In accordance with 25 IAC 5-5, the respondent is expected to submit with its proposal a MWBE Subcontractor Commitment Form. For this RFP, a form is required for each vehicle type the Respondent intends to include in their proposal. Instructions on how to complete the separate forms are included in Attachment J – Minority, Women, and

Veterans' Business Enterprise and Indiana Economic Impact Form Instructions. The Form(s) must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/2352.htm>. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

Prime Contractors must ensure that the proposed M/WBE subcontractors meet the following criteria:

- Must be listed on the IDOA Directory of Certified Firms, on or before the proposal due date
- Each firm may only serve as one classification – MBE, WBE or IVBE (see Section 1.22)
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract
- National Corporate Diversity Plans are generally not acceptable

MINORITY & WOMEN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount as a **percentage of the total cost for each vehicle type**, a description of products and/or services to be provided on this project and approximate date the subcontractor will

perform work on this contract. The signed letter (s) and the MWBE Subcontractor Commitment Form are to be submitted alongside the respondent's proposal. The State may deny evaluation points if the letter(s) is not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount as a **percentage of the total cost for each vehicle type** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or mwbe@idoa.in.gov.

1.22 INDIANA VETERANS BUSINESS ENTERPRISE SUBCONTRACTOR COMMITMENT

In accordance with Executive Order 13-04 and IC 5-22-14-3.5, it has been determined that there is a reasonable expectation of Indiana Veterans Business Enterprises subcontracting opportunities on a contract awarded under this RFP. Therefore, a contract goal of 3% for Indiana Veterans Business Enterprises has been established. There is expected to be separate IVBE Subcontractor Commitment Forms submitted alongside the Respondent's proposal for each vehicle type the respondent intends to include in their proposal. Instructions on how to complete the separate forms are included in Attachment J – Minority, Women, and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions. The Form(s) must show that they are participating in the proposed contract and IVBE firms that meet the requirements listed at the Veteran's Business Program website (<http://www.in.gov/idoa/2862.htm>). If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this proposal and the cost of direct supplies for this proposal. Respondents must complete the Subcontractor Commitment Form in its entirety.

Failure to address these goals may impact the evaluation of your Proposal. The Department reserves the right to verify all information included on the IVBE Subcontractor Commitment Form.

Prime Contractors must ensure that the proposed IVBE subcontractors meet the following criteria:

- Must be listed on Federal Center for Veterans Business Enterprise VetBiz registry, on or before the proposal due date
- Must qualify as a Buy Indiana Business under designation 1, on or before the proposal due date. See section 2.7 for more information

- Each firm may only serve as one classification – MBE, WBE (see Section 1.21) or IVBE
- A Prime Contractor who is an IVBE must meet subcontractor goals by using other IVBE qualified firms. Qualified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the VetBiz directory <http://www.in.gov/idoa/2352.htm>
- Must be used to provide the goods or services specific to the contract

INDIANA VETERAN'S BUSINESS ENTERPRISES RFP SUBCONTRACTOR LETTER OF COMMITMENT

A signed letter(s), on company letterhead, from the IVBE must accompany the IVBE Subcontractor Commitment Form. The signed letter(s) and the IVBE Subcontractor Commitment Form are to be submitted alongside the respondent's proposal. Each letter shall state and will serve as acknowledgement from the IVBE of its subcontract amount, subcontract amount **as a percentage of the total cost for each vehicle type**, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract. In addition to the signed letter, a copy of the IVBE federal certification letter must be submitted. The State may deny evaluation points if the letter(s) are not attached, not on company letterhead, not signed and/or does not reference and match the subcontract amount, subcontract amount **as a percentage of the total cost for each vehicle type** and the anticipated period that the Subcontractor will perform work for this solicitation.

By submission of the Proposal, the Respondent acknowledges and agrees to be bound by the policies and processes involving the State's IVBE Program. Questions involving the regulations governing the IVBE Subcontractor Commitment Form should be directed to: indianaveteranspreference@idoa.in.gov.

1.23 AMERICANS WITH DISABILITIES ACT

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225).

1.24 SUMMARY OF MILESTONES

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of

the evaluation process, all Respondents will be informed of the evaluation team's findings.

Key RFP Dates

Activity	Date
Issue of RFP	August 3, 2015
Pre-Proposal Conference	August 14, 2015 at 10:00 AM EST
Deadline to Submit Round 1 Written Questions	August 18, 2015 at 3:00 PM EST
Response to Round 1 Written Questions	August 27, 2015
Deadline to Submit Round 2 Written Questions	August 28, 2015 at 3:00 PM EST
Response to Round 2 Written Questions	September 4, 2015
Submission of Proposals	September 21, 2015 at 3:00 PM EST
<i>The dates for the following activities are target dates only. These activities may be completed earlier or later than the date shown.</i>	
Proposal Evaluation	TBD
Proposal Discussions/Clarifications (if necessary)	TBD
Oral Presentations (if necessary)	TBD
Best and Final Offers (if necessary)	TBD
RFP Award Recommendation	November 4, 2015

1.25 Removed by Agreement of the Parties

1.26 CONFLICT OF INTEREST

Any person, firm or entity that assisted with and/or participated in the preparation of this RFP document is prohibited from submitting a proposal to this specific RFP. For the purposes of this RFP "person" means a state officer, employee, special state appointee, or any individual or entity working with or advising the State or involved in the preparation of this RFP proposal. This prohibition would also apply to an entity who hires, within a one-year period prior to the publication of this RFP, a person that assisted with and/or participated in the preparation of this RFP.

SECTION TWO PROPOSAL PREPARATION INSTRUCTIONS

2.1 GENERAL

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal.
- The Transmittal Letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The electronic copies of the proposal submitted via CD-ROM should be organized to mirror the sections below and the attachments.
- Each item, i.e. Transmittal Letter, Business Proposal, Technical Proposal, Cost Proposal, etc., must be separate stand alone electronic files on the CD-ROM. Please do not submit your proposal as one large file.
- Whenever possible, please submit all attachments in their original format.
- Confidential Information must also be clearly marked in a separate folder/file on any included CD-ROM.

2.2 TRANSMITTAL LETTER

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Agreement with Requirement in listed in Section 1

The Respondent must explicitly acknowledge understanding of the general information presented in Section 1 and agreement with any requirements/conditions listed in Section 1.

2.2.2 Summary of Ability and Desire to Supply the Required Products or Services

The Transmittal Letter must briefly summarize the Respondent's ability to supply the requested products and/or services that meet the requirements defined in Section 1 and Attachment D, Tab A. Vehicle Minimum Specifications of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and/or services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses (see Section 2.3.5 for more information).

2.2.3 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 2.3.4, must sign the Transmittal Letter. **In the Transmittal Letter, please indicate the principal contact for the proposal along with the title/role, an address, telephone and fax number as well as an e-mail address, if that contact is different than the individual authorized for signature.**

2.2.4 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect vendor/contractor addresses.

2.2.5 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 BUSINESS PROPOSAL

The Business Proposal must address the following topics except those specifically identified as "optional." **The Business Proposal Template is Attachment E.**

2.3.1 Introduction (optional)

This section of the business proposal may be used to introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

2.3.2 Respondent's Company Structure

The legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization are to be included in this section. If the organization

includes more than one product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization.

2.3.3 Company Financial Information

This section must include the Respondent's financial statement, including an income statement and balance sheet, for each of the two most recently completed fiscal years. The financial statements must demonstrate the Respondent's financial stability. If the financial statements being provided by the Respondent are those of a parent or holding company, additional financial information should be provided for the entity/organization directly responding to this RFP.

2.3.4 Integrity of Company Structure and Financial Reporting

This section must include a statement indicating that the CEO and/or CFO has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The particular areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

The Sarbanes Oxley Act of 2002, H.R. 3763, is NOT directly applicable to this procurement; however, its goals and objectives may be used as a guide in the determination of corporate responsibility for financial reports.

2.3.5 Contract Terms/Clauses

A sample contract that the state expects to execute with the successful Respondent(s) is provided in Attachment B. This contract contains both mandatory and non-mandatory clauses. Mandatory clauses are listed below and are non-negotiable. The other clauses are highly desirable. It is the State's expectation that the final contract will be substantially similar to the sample contract provided in Attachment B.

If the Respondent wishes to suggest specific alternative wording for one or more of the non-mandatory clauses in Attachment B, without

changing the intent, these suggestions should be documented in this section of the Business Proposal. The Respondent's suggested language will be considered by the State. The State's willingness to consider alternative language does not change the requirement that the Respondent agree in the Transmittal Letter to the acceptance of the mandatory State clauses as written.

The Respondent should also disclose in this section of the Business Proposal any contract terms the Respondent strongly desires to change or add in any resulting contract. If the Respondent's proposal is conditioned on the State's agreement to a proposed change or additional contract term, that condition must be clearly documented in this section of the Business Proposal.

The State reserves the right to reject any and all requested changes and may preclude from any further consideration vendors who propose changes that are unacceptable to the State.

The mandatory contract terms are as follows:

- Duties of Contractor, Rate of Pay, and Term of Contract
- Authority to Bind Contractor
- Compliance with Laws
- Drug-Free Workplace Provision and Certification
- Employment Eligibility
- Funding Cancellation
- Governing Laws
- Indemnification
- Non-Discrimination Clause
- Ownership of Documents and Materials
- Payments
- Penalties/Interest/Attorney's Fees
- Termination for Convenience
- Non-Collusion and Acceptance

Any or all portions of this RFP and any or all portions of the Respondents response may be incorporated as part of the final contract

Please note that the State will only review or negotiate changes to contract clauses that are clearly identified in the Transmittal Letter. If there are no contract clauses identified Respondent is considered to have accepted the clauses as they are currently written.

For respondents that intend to include Mobility Van vehicle types in their proposal, please note that the Federal terms and conditions outlined in Section 2.6 of Attachment I – Mobility Van Specifications, Terms, and Conditions are also mandatory clauses and are non-negotiable.

2.3.6 References

The Respondent must include a list of at least three (3) clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP in the last three calendar years. Information provided should include the name, address, and telephone number of the client facility and the name, title, phone/fax numbers, and email address of a person who may be contacted for further information. The State reserves the right to use the State's past experience with Respondent as a reference.

2.3.7 Registration to do Business

Secretary of State

If awarded the contract, the Respondent will be required to be registered, and be in good standing, with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies. The Respondent must indicate the status of registration, if applicable, in this section of the proposal.

Department of Administration, Procurement Division

Additionally, respondents must be registered with the IDOA. This can be accomplished on-line at <http://www.in.gov/idoa/2464.htm>.

The IDOA Procurement Division maintains two databases of vendor information. The Bidder registration database is set up for vendors to register if you are interested in selling a product or service to the State of Indiana. Respondents may register on-line at no cost to become a Bidder with the State of Indiana. To complete the on-line Bidder registration, go to <http://www.in.gov/idoa/2464.htm>. The Bidder registration offers email notification of upcoming solicitation opportunities, corresponding to the Bidder's area(s) of interest, selected during the registration process. Respondents do need to be registered to bid on and receive email notifications. Completion of the Bidder registration will result in your name being added to the Bidder's Database, for email notification. The Bidder registration requires some general business information, an indication of the types of goods and services you can offer the State of

Indiana, and locations(s) within the state that you can supply or service. There is no fee to be placed in Procurement Division's Bidder Database. To receive an award, you must be registered as a bidder. Problems or questions concerning the registration process or the registration form can be e-mailed to Amey Redding, Vendor Registration Coordinator, aredding@idoa.in.gov, or you may reach her by phone at (317) 234-3542.

2.3.8 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.9 Subcontractors

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products or services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

The Respondent must list any subcontractor's name, address and the state in which formed that are proposed to be used in providing the

required products or services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.21 and Attachment A for Minority and Women Business information.

2.3.10 Evidence of Financial Responsibility

This section will indicate the ability to provide the mandatory evidence of financial responsibility.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

2.3.11 General Information

Each Respondent must enter your company's general information including contact information.

2.3.12 Experience Serving State Governments

Each Respondent is asked to please provide a brief description of your company's experience in serving state governments and/or quasi-governmental accounts. Please include specific clients, contract start and end dates, whether the Respondent was the prime or subcontractor, and approximate contract values, and the products sold to the client.

2.3.13 Experience Serving Similar Clients

Each Respondent is asked to please describe your company's experience in serving clients of a similar size to the State that also had a similar scope. Please provide specific clients and detailed examples. Include specific clients, contract start and end dates, whether the Respondent was the prime or subcontractor, and approximate contract values, and the products sold to the client.

2.3.14 Indiana Preferences

Pursuant to IC 5-22-15-7, Respondent may claim only one (1) preference. For the purposes of this RFP, this limitation to claiming one (1) preference applies to Respondent's ability to claim eligibility for Buy Indiana points. **Respondent must clearly indicate which preference(s) they intend to claim. Additionally, the Respondent's Buy Indiana status must be finalized when the RFP response is submitted to the State.**

Buy Indiana

Refer to Section 2.7 for additional information.

2.3.15 Removed by Agreement of the Parties

2.3.16 Pending Litigation Regarding Contract Disputes

Respondent shall provide a list of any pending litigation regarding contract disputes the Respondent's company is involved with. Respondent shall provide all details of the dispute without violating any confidentiality requirements.

2.3.17 Contracts Lost or Terminated

Respondent shall provide a comprehensive list of contracts held by their company that were lost or terminated within the last three (3) years. Respondent shall provide reasons for loss or termination, and contact information for those who held the contracts listed.

2.4 TECHNICAL PROPOSAL

The Technical Proposal must be divided into the sections as described in Attachment F. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an appendix to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State. **The Technical Proposal Template is Attachment F.**

2.5 COST PROPOSAL

The Cost Proposal Template is Attachment D.

The Cost Proposal must be submitted in the original format. Any attempt to manipulate the format of the Cost Proposal document, attach caveats to pricing, or submit pricing that deviates from the current format will put your proposal at risk.

2.5.1 Pricing Structure

General Passenger and Police Vehicles

The State expects to pay for the vehicles that meet the minimum specifications under "Tab A. Vehicle Minimum Specifications." according to the following calculation:

MSRP	- (Contract Discount Percentage X MSRP)	+ Price of Aftermarket Installed Equipment	- Incentives (Guaranteed Incentives + any additional available incentives)	= State Purchase Price
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The terms of the calculation are explained here:

- **MSRP:** The published manufacturer's suggested retail price for the vehicle and any necessary manufacturer installed accessories and/or options required to meet the minimum specifications in Attachment D – Cost Proposal, under "Tab A. Vehicle Minimum Specifications."
- **Contract Discount for Vehicle and All Accessories / Options (Contract Discount):** The guaranteed percentage discount off the MSRP that the Contractor will offer for a particular vehicle type, and all accessories and options offered for that particular vehicle type, throughout the life of this contract.
- **Aftermarket Installed Equipment:** The price the Contractor charges to install any necessary accessories and/or options after the vehicle is delivered by the manufacturer in order to meet the minimum specifications in Attachment D – Cost Proposal, under "Tab A. Vehicle Minimum Specifications." The cost of these items shall remain fixed throughout the life of the contract.
- **Guaranteed Incentives:** Additional price concessions to be subtracted from the Dealer Invoice price. These price concessions shall be inclusive of all Manufacturer-to-Dealer incentives, all Manufacturer-to-Consumer incentives, and any other incentive the dealer or a customer may receive from the purchase of a particular vehicle. The Incentives amount agreed to upon contracting will be the minimum incentive amount guaranteed to the State for a particular vehicle for the duration of the contract. The State shall receive any other incentives offered at the time of sale of each vehicle in addition to the guaranteed Incentives.

Mobility Vans

Mobility Vans will be priced using a flat Purchase Price with the awarded Contractor(s). To accurately reflect fluctuations in price, the State will utilize a Fixed Annual Price Increase (as stipulated in Attachment D – Cost Proposal) to amend Mobility Van Purchase Prices one year after the contract start date and for each subsequent year of the contract.

2.6 INDIANA ECONOMIC IMPACT

All companies desiring to do business with state agencies must complete separate “Indiana Economic Impact” forms (Attachment C) for each vehicle type the respondent intends to include in their proposal. Instructions on how to complete the separate forms are included in Attachment J – Minority, Women, and Veterans’ Business Enterprise and Indiana Economic Impact Form Instructions. The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state. The amount entered in Line 16 “Total amount of this proposal, bid, or current contract” should match the amount entered in the Attachment D, Cost Proposal Template.

2.7 BUY INDIANA INITIATIVE/INDIANA COMPANY

It is the Respondent’s responsibility to confirm its Buy Indiana status for this portion of the process. If a Respondent has previously registered its business with IDOA, go to <http://www.in.gov/idoa/2464.htm> and click on the link to update this registration. Click the tab titled Buy Indiana. Select the appropriate category for your business. Respondents may only select one category. Certify this selection by clicking the check box next to the certification paragraph. Once this is complete, save your selection and exit your account.

Respondents that have not previously registered with IDOA must go to <http://www.in.gov/idoa/2464.htm> and click on the link to register. During the registration process, follow the steps outlined in the paragraph above to certify your business’ status. The registration process should be complete at the time of proposal submission.

Respondent must clearly indicate which preference(s) they intend to claim in the Business Proposal, Attachment E. Additionally, the Respondent’s Buy Indiana status must be finalized when the RFP response is submitted to the State.

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described below. Appropriate documentation must be provided with your proposal response supporting either claim made below:

- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If a Respondent needs assistance in determining if its business qualifies under this criterion, please send an email inquiry to buyindianainvest@idoa.in.gov and you will receive a response within forty-eight (48) hours. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

SECTION THREE PROPOSAL EVALUATION

3.1 PROPOSAL EVALUATION PROCEDURE

The State has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All

evaluation personnel will use the evaluation criteria stated in Section 3.2. The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

- 3.1.1** Each proposal will be evaluated for adherence to requirements on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements may be eliminated from consideration.
- 3.1.2** Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point score has been established for each category.
- 3.1.3** If technical proposals are close to equal, greater weight may be given to price.
- 3.1.4** Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA for further action, such as contract negotiations. If, however, IDOA decides that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 EVALUATION CRITERIA

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The points associated with each category are indicated following the category name (total maximum points = 103). For further information, please reference Section 3.2.3 below. If any one or more of the listed criteria on which the responses to this RFP will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated and scored without taking into account such criterion or criteria.

Summary of Evaluation Criteria:

Criteria	Points
1. Adherence to Mandatory Requirements	Pass/Fail
2. Management Assessment/Quality (Business and Technical Proposal)	35 points
3. Cost (Cost Proposal)	40 points
4. Indiana Economic Impact*	5
5. Buy Indiana*	5
6. Minority Business Enterprise Subcontractor Commitment*	5 (1 bonus point is available, see Section 3.2.6)
7. Women Business Enterprise Subcontractor Commitment*	5 (1 bonus point is available, see Section 3.2.6)
8. Indiana Veteran Business Enterprise (IVBE) Subcontractor Commitment*	5 (1 bonus point is available, see Section 3.2.7)
Total	100 (103 if bonus awarded)

**Federal funding dictates that Mobility Vans are not subject to geographic preference. As a result, evaluations of Mobility Vans will not include Indiana Economic Impact, Buy Indiana, Minority Business Enterprise Subcontractor Commitment, Women Business Enterprise Subcontractor Commitment, or IVBE scoring.*

All proposals will be evaluated using the following approach.

Step 1

In this step proposals will be evaluated only against Criteria 1 to ensure that they adhere to Mandatory Requirements. Any proposals not meeting the Mandatory Requirements will be disqualified.

Step 2

The proposals that meet the Mandatory Requirements will then be scored based on Criteria 2 and 3 ONLY. This scoring will have a maximum possible score of 75 points. There will be separate Criteria 2 scoring for each of the three vehicle categories: General

Passenger Vehicles, Police Vehicles and Mobility Vans. There will be separate Criteria 3 scoring for each of the eleven types of General Passenger Vehicles, each of the two types of Police Vehicles, and each of the three types of Mobility Vans.

Each vehicle type will be worth 75 points in total for Criteria 2 and 3 combined. All proposals will be ranked on the basis of their combined scores for Criteria 2 and 3 ONLY. This ranking will be used to create a “short list” for each vehicle type. Any proposal not making the “short list” will not be considered for any further evaluation.

Step 2 may include one or more rounds of proposal discussions, oral presentations, clarifications, demonstrations, etc. focused on cost and other proposal elements. Step 2 may include a second “short list”.

Step 3

The short-listed proposals will then be evaluated based on all the entire evaluation criteria outlined in the table above.

If the State conducts additional rounds of discussions and a BAFO round which lead to changes in either the technical or cost proposal for the short listed Respondents, their scores will be recomputed.

The section below describes the different evaluation criteria.

3.2.1 Adherence to Requirements – Pass/Fail

Respondents passing this category move to Phase 2 and proposal is evaluated for Management Assessment/Quality and Price.

The following 2 categories cannot exceed 75 points.

3.2.2 Management Assessment/Quality - 35 points

3.2.3 Price – 40 points available

Cost scores will be normalized to one another, based on the lowest cost proposal evaluated. The lowest cost proposal receives all of the available points. The normalization formula is as follows:

$$\text{Respondents Cost Score} = (\text{Lowest Cost Proposal} / \text{Total Cost Proposal}) \times 40$$

There will be separate cost score for each vehicle type for which the Respondent submits a proposal.

3.2.4 Indiana Economic Impact - (5 points)*

See Section 2.6 for additional information.

The total number of full time equivalent (FTE – please see Section 1.2 for a definition of FTE's) Indiana resident employees for the Respondent's proposal, to execute the scope of work proposed in this RFP, (prime contractor and subcontractors) will be used to evaluate the Respondent's Indiana Economic Impact. Points will be awarded based on a graduated scale. The Respondent with the most Indiana FTEs will be awarded 5 points. Points will then be awarded to the remaining Respondents proportionately. Please see Attachment C, Indiana Economic Impact Form, and Attachment J (Minority, Women and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions) for more detailed instructions.

**Mobility Vans will not be scored on this portion of the evaluation*

3.2.5 Buy Indiana Initiative – (5 points)*

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 5 points in this category.

**Mobility Vans will not be scored on this portion of the evaluation*

3.2.6 Minority (5 points) & Women's Business (5 points) Subcontractor Commitment - (10 points).*

The following formula will be used to determine points to be awarded based on the MBE and WBE goals listed in Section 1.20 of this RFP. Scoring is conducted based on an assigned 10-point, plus possible 2 bonus-points, scale (MBE: Possible 5 points + 1 bonus point, WBE: Possible 5 points + 1 bonus Point). Points are assigned for respective MBE participation and WBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established MBE or WBE goal, the maximum points achieved will be awarded according to the following schedule:

%	1%	2%	3%	4%	5%	6%	7%	8%
Pts.	.625	1.25	1.875	2.5	3.125	3.75	4.375	5.0

**Mobility Vans will not be scored on this portion of the evaluation*

NOTE: Fractional percentages will be rounded up or down to the nearest whole percentage. (e.g. 7.49% will be rounded down to 7% = 4.375 pts., 7.50% will be rounded up to 8% = 5.00 pts.)

If the respondent's commitment percentage is rounded down to 0% for MBE or WBE participation the respondent will receive 0 points.

If the respondent's commitment percentage is 0% for MBE or WBE participation, a deduction of 1 point will be discounted on the respective MBE or WBE score.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the respective MBE or WBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the respective MBE/WBE category both firms will receive 6 points.

Please see Attachment J (Minority, Women and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions) for more detailed instructions.

3.2.7 Indiana Veteran Business Enterprise Subcontractor Commitment - (5 points).*

The following formula will be used to determine points to be awarded based on the IVBE goal listed in Section 1.22 of this RFP. Scoring is conducted based on an assigned 5-point, plus possible 1 bonus-point, scale. Points are assigned for IVBE participation based upon the BAFO meeting or exceeding the established goals.

If the respondent's commitment percentage is less than the established IVBE goal, the maximum points achieved will be awarded according to the following schedule:

%	0%	0.6%	1.2%	1.8%	2.4%	3%
Pts.	-1	1	2	3	4	5

**Mobility Vans will not be scored on this portion of the evaluation*

NOTE: Fractional points will be awarded based upon a graduated scale between whole points. (e.g. a 0.3% commitment will receive .5 points and a 1.5% commitment will receive 2.5 points)

If the respondent's commitment percentage is 0% for IVBE participation, a deduction of 1 point will be assessed.

The respondent with the greatest applicable CUF participation which exceeds the stated goal for the IVBE category will be awarded 6 points (5 points plus 1 bonus point). In cases where there is a tie for the greatest applicable CUF participation and both firms exceed the goal for the IVBE category both firms will receive 6 points.

Please see Attachment J (Minority, Women and Veterans' Business Enterprise and Indiana Economic Impact Form Instructions) for more detailed instructions.

3.2.8 Qualified State Agency Preference Scoring

When applicable, pursuant to Indiana Code 5-22-13, a qualified state agency submitting a response to this RFP will be awarded preference points for Minority, Women's, and Indiana Veteran Business Enterprise equal the Respondent awarded the highest combined points awarded for such preferences in the scoring of this RFP.

The Commissioner of IDOA or their designee will, in the exercise of their sole discretion, determine which proposal(s) offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

**RFP 16-011
MANDATORY REQUIREMENTS
ATTACHMENT H**

The Mandatory Requirements indicate the minimum requirements that all Respondents must adhere to in order to be considered as a responsive Respondent. All Respondents must state their ability and willingness to meet these Mandatory Requirements in their Transmittal Letter and in this attachment of their proposal. Failure to do so will be considered grounds for disqualification from further consideration.

Instructions: In the yellow shaded boxes, please confirm the Respondent's ability to meet each Mandatory Requirement.

Respondent Name:

MIDWEST TRANSIT EQUIPMENT INC.

Minimum Requirement	Respondent Meets Minimum Requirement? (Yes/No)
1. The State requires that each Respondent be able to meet award criteria. The Respondent must certify that all vehicles offered in this RFP are new vehicles and are not used, previously owned, or certified pre-owned vehicles. No discontinued, refurbished, rebuilt, or remanufactured equipment will be accepted, unless otherwise permitted by the State.	YES
2. The State requires that each Respondent be licensed to do business in the State, as required by State law.	YES
3. If the Respondent is submitting a proposal for Mobility Vans, the State requires that due to federal funding guidelines, should any of the State's Terms and Conditions conflict with the Federal terms and conditions (as listed in Attachment J), the Federal terms and conditions will prevail. If the Respondent is not submitting a proposal for Mobility Vans, please mark "N/A" in the column to the right.	YES
4. The State requires there will be no delivery charge for the follow delivery locations: Marion County, INDOT facility in Greenfield, Camp Atterbury - DNR Quartermaster facility in Johnson County.	YES
5. The State requires that vehicles offered by each Respondent must be in production and available for sale at the time of proposal due date, as defined in Section 1.24 of the RFP document.	YES
6. The State requires that all vehicles offered by each Respondent must have published capabilities, accessories and options. Respondents must submit a copy of the specification and accessories/options sheets for each vehicle proposed, along with the pricing for such capabilities, accessories and options, with their proposal.	YES See Tabs # 9, 10 and 11 Item #1 for this information
7. The State requires that for each vehicle proposed, the	YES

Minimum Requirement	Respondent Meets Minimum Requirement? (Yes/No)
Respondent must provide the manufacturer's vehicle warranty information with their proposal.	See Tabs # 9, 10 and 11 Item #2 for this information
8. The State requires that for each vehicle proposed, the Respondent must provide the manufacturer's recommended maintenance schedule information with their proposal.	YES See Tabs # 9, 10 and 11 Item #3 for this information
9. The State requires that the Respondent provide the Intellichoice (www.Intellichoice.com) profile for each vehicle proposed, if available.	Not available or applicable to Mobility Van Category
10. The State requires that the Respondent properly respond to at least one vehicle category, as defined in Section 1.4.4 of the RFP document. To properly respond to a vehicle category, the Respondent must provide pricing and all other required documentation for: a) <u>At least 6 vehicle types</u> in the General Passenger Vehicles category; b) and/or <u>ALL</u> vehicle types in the Police Vehicles category; c) and/or <u>ALL</u> vehicle types in the Mobility Vans category.	Yes Quoting Mobility Van category of vehicles
11. The State requires that the Respondent certify that each vehicle proposed meets the minimum specifications within Attachment D – Cost Proposal, Tab A. Vehicle Minimum Specifications	YES
12. The State requires that the Respondent certify that each vehicle proposed shall include full-size spare tire per OEM specifications.	YES
13. The State requires that the Respondent certify that all proposed vehicles are to be equipped with standard equipment related to the safety and operation of the vehicle. These items include, but are not limited to: exterior side fold-away mirrors, rear view mirror with day/night, tilt steering wheel, front and back bumpers, antilock brakes, seatbelts, driver and front passenger air bags, and jack and tire tools. Any Respondent attempting to strip or remove what otherwise would be considered necessary standard equipment and features on a vehicle may be disqualified and the proposal removed from consideration.	YES See Tabs # x, x and x Item #4 for certification
14. Certificates of Ownership shall be made out to: Indiana Department of Administration 402 W Washington St. Room W478 Indianapolis, IN 46204	YES
15. Certificate of Ownership, ST108's, Odometer Statement, and Bill of Sale/Title must be provided before payment can be processed.	YES
16. The State requires that the Respondent certify that no dealer plates are to be issued with any vehicles purchased under this contract.	YES See Tabs # 9, 10 and 11 Item #5 for certification

SUPPORT DOCUMENTATION

For

MV1 (low floor)

The documents in this section are being submitted as required in the RFP document for the Low Floor Mini Van. Each is listed below and is referenced by location in the RFP where they can be found and are in the same order as the RFP.

1. Attachment H, page 1 item 6: Specifications and accessory option sheets
See item 11 (b) below
2. Attachment H, page 2, item 7: Vehicle warranty information
3. Attachment H, page 2 item 8: Vehicle recommended maintenance schedule(s)
4. Attachment H, page 2, item 13: Certification of standard safety equipment included
5. Attachment H, page 2, item 16: Certification of no dealer plates installed.
6. Attachment I, page 10, Exterior Paint: List of available exterior colors. These will be found under #11 (f) below
7. Attachment I, page 11, Front Passenger Seat: Description of quick release front seat
8. Attachment I, page 15, Securement Systems: Detailed description of Securement systems. This will be found under #11 (j) below.
9. Attachment I, page 16 Vehicle Testing: Certification of compliance with requirements of testing. This will be included under #11 (d) below.
10. Attachment I, page 70: Copy of letter for DBE goals filed with FTA.
11. Attachment I, section 2.4
 - (a): List of any exceptions or deviations
 - (b): Description of vehicle and equipment
 - (c): Certification of Federal Motor Vehicle Compliance (FMVSS)
 - (d): Copy of test report from Altoona, PA
 - (e): Copies of proposed floor plans
 - (f): List of standard or available exterior paint colors
 - (g): List of authorized service facilities per section 2.5 of Attachment I (see Tab #5 Exhibit F-2)
 - (h) Ramp information
 - (j): Securement system information
 - (k): Occupant restraint information
 - (l): Forward facing fold-a-way seat information
 - (n): Buy America certification, documentation

ITEM 1

SPECIFICATIONS AND ACCESSORY OPTIONS

See item 11 (b)

ITEM #2

WARRANTY INFORMATION



MV-1 Vehicle Warranty

1 Explanation of the MV-1 New Vehicle Limited Warranty

Mobility Ventures warrants new Vehicles as set forth in the Documents provided with the Vehicles. With exception of any warranties provided by law, the written Vehicle Warranty and the tire manufacturer's warranty are the only warranties applicable to new Vehicles.

WITH RESPECT TO THE DEALER'S ADMINISTRATION OF THE VEHICLE WARRANTY, THE WRITTEN VEHICLE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OR LIABILITIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY LIABILITY FOR COMMERCIAL LOSSES BASED UPON NEGLIGENCE OR MANUFACTURER'S STRICT LIABILITY.

Mobility Ventures neither assumes nor authorizes anyone to assume for it any other obligation or liability in connection with Vehicles, and Mobility Ventures' maximum liability for breach of warranty is to repair or replace the affected part of the Vehicle. Mobility Ventures does not warrant any Vehicle, option, part or accessory acquired from any source other than Mobility Ventures Parts Operations. Dealer must expressly incorporate into all sales contracts for Vehicles the applicable Vehicle Warranties and provide a copy of all Warranties to the purchaser.

1.1 MV-1 LIMITED WARRANTY

The MV-1 is protected by an express limited warranty for a period of 3-years or 36,000 miles, whichever comes first, except for the Powertrain and Wheelchair Access Ramp. They are covered for a period of 5 years or 60,000 miles, whichever comes first. The vehicle is also protected by certain Federal and State emissions warranties explained in this section.

Wheelchair Access Ramp

The Mobility Ventures Wheelchair Access Ramp and all related mechanisms are covered for a term of 5 years or 60,000 miles, whichever occurs first. This applies to both the power ramp and the manual ramp system and covers all parts associated with ramp functionality. Any ramp failure that is a result of improper use or damage is not covered.

Power Swing Door

Mobility Ventures warrants that the Power Swing Door and all related mechanisms are covered for a term of 3 years or 36,000 miles, whichever occurs first. This applies to both the door and the parts associated with the door functionality. Any door failure that is a result of improper use or damage is not covered.

Power Liftgate

Mobility Ventures warrants that the Power Liftgate and all related mechanisms are covered for a term of 3 years or 36,000 miles, whichever occurs first. This applies to both the liftgate and the parts associated with the liftgate functionality. Any liftgate failure that is a result of improper use or damage is not covered.

Rust-Through Sheet Metal

Mobility Ventures warrants original sheet metal against rust-through perforation for 3 years or 36,000 miles, whichever comes first, unless regulated by state or federal mandates. Paint bubbling and surface corrosion are not covered by this warranty.

Battery

Mobility Ventures will warranty the original equipment battery for the term of 3-years or 36,000 miles, whichever comes first. The battery coverage is 18 months or 18,000 miles for 100% coverage. From 19 to 36 months or 18,001 to 36,000 miles, battery replacement is subject to proration charges

Powertrain Warranty Coverage

The Powertrain Warranty coverage applies to the repair or replacement of major internal components or assemblies of the engine, transmission, and drive axle. Powertrain Warranty coverage is for 5 years or 60,000 miles whichever comes first. Some of these repairs require prior MOBILITY VENTURES authorization (signified with an *). Contact Dealer Support for assistance and to receive the necessary Prior Authorization Code (PAC).

The following is the list of components covered under the Powertrain Warranty:

ENGINE

- All Internally Lubricated Parts *
- Cylinder Block *
- Cylinder Heads *
- Electronic Fuel Pump
- Engine Mounts
- Flywheel/Flex Plate *
- Manifold (Intake or Exhaust) *
- Manifold Bolts
- Oil Pan *
- Oil Pump *
- Powertrain Control Module (PCM)
- Seals and Gaskets *
- Thermostat

- Thermostat Housing
- Timing Chain Cover *
- Timing Chain *
- Valve Covers
- Water Pump

TRANSMISSION / DRIVE AXLE

- All Internal Transmission Parts *
- Seals and Gaskets *
- Torque Converter *
- Transmission Case *
- Transmission Mounts
- Axle Shafts *
- Center Support Bearing
- Drive Axle Housing *
- Drive Shaft / Propeller Shaft *
- Seals and Gaskets
- Universal Joints
- Constant Velocity Joints

** Denotes repairs that require a Prior Authorization Code (PAC) from Dealer Support.*

1.2 Emissions Warranties – Overview

Mobility Ventures certifies that each new Vehicle, at the time of sale, is built, equipped, and conforms to the Environmental Protection Agency (EPA) regulations and, if applicable, California Air Resources Board (CARB) regulations. Mobility Ventures warrants that each new Vehicle is free from defects in materials or workmanship which cause it to fail to conform to EPA regulations and, if applicable, CARB regulations.

There are four separate emissions Warranties provided by Mobility Ventures in respect to new Vehicles, depending on where the Vehicle is registered and operated:

- 1) Federal Emissions Performance Warranty
- 2) Federal Emissions Defect Warranty
- 3) California Emissions Warranty – Short-Term Defect Warranty
- 4) California Emissions Warranty – Long-Term Defect Warranty

The following disclosure is required by federal law:

If you need more information about getting service under the **Federal Emissions Performance Warranty**, or if you want to report what you believe to be violations of the terms of this warranty, you may contact:

Director, Field Operations and Support Division (6406J)
Environmental Protection Agency
401 M Street, S.W.

Washington, D.C. 20460

Attn: Warranty Claim

1.2.1 Federal Emissions Warranty – Overview

Federal law requires certain emissions warranties and Mobility Ventures adheres to these federal emissions warranty standards. Mobility Ventures' Federal Emissions Warranty has two parts, a "Federal Emissions Performance Warranty" and a "Federal Emissions Defect Warranty."

For purposes of Warranty administration, the same parts and labor covered under the Federal Emissions Defect Warranty are covered under the Federal Emissions Performance Warranty. The only difference in administration of the two Federal Emissions Warranties is that determination of failure under the Federal Emissions Performance Warranty is based on a state or local U.S. Environmental Protection Agency (EPA) approved emissions inspection and maintenance (I/M) program.

1.2.1.1 Federal Emissions Performance Warranty

The Performance Warranty is a requirement of the Clean Air Act and is applicable to passenger Vehicles and light duty trucks operating in the states and local jurisdictions which have an EPA approved Emissions Inspect and Maintenance (I/M) Program.

If a Vehicle is reported as failing the test, the responsibility for determination of cause is that of the manufacturer. (A copy of the emission test results is to be provided to the Dealer/Service Center before repair.)

1.2.1.2 Federal Emissions Defect Warranty

During the Federal Emissions Defect Warranty period, Mobility Ventures warrants to the original owner and each subsequent owner of a Vehicle that;

- 1) The Vehicle is designed, built and equipped to conform at the time of sale to meet applicable Federal Regulations.
- 2) The Vehicle is free from defects in material and workmanship at the time of sale which would cause the Vehicle if conform to applicable Federal Regulations.
- 3) There will be no charge for diagnosis, repair, replacement or adjustments of parts containing an emissions-related defect. Applicable parts are listed under the "List of Parts Covered by Federal Emissions Warranty"

1.2.1.3 Federal Emissions Coverage Period

For catalytic converters, the electronic Powertrain Control Module (PCM) or any other onboard emissions control device, the warranty coverage period is 8 years or 80,000 miles (130,000 kilometers), whichever occurs first.

For all other covered parts, the warranty coverage period is 2 years or 24,000 miles (38,000 kilometers), whichever occurs first.

The start date for the Warranty Coverage Period is the date the original owner takes delivery of the Vehicle or the day the Vehicle is first put into service (for example, as a dealer demonstrator or Mobility Ventures-use Vehicle), whichever occurs first.

1.2.1.4 List of Parts Covered by Federal Emissions Warranty

List of Parts Eligible for the Federal Emissions Warranties

If the following parts contain an emissions-related defect, they are covered by the Federal Emissions Warranties:

- **Air Flow Sensor**
- **Air/Fuel Feedback Control System and Sensors**
- **Air Induction System**
- **Auxiliary Body Controller (ABC)****
- **Catalytic Converter**
- **Controls for Deceleration**
- **Electronic Ignition System**
- **Exhaust Pipe (Manifold to Catalyst)**
- **Electronic Engine Control Sensors and Switches**
- **Evaporative Emission Control System**
- **Exhaust Gas Recirculation (EGR) System**
- **Exhaust Manifold**
- **Fuel Filler Cap and Neck Restrictor**
- **Fuel Injection System**
- **Fuel Injector Supply Manifold**
- **Fuel Temperature and Pressure sensors**
- **Fuel Tank**
- **Fuel Tank Pressure Control Valve**
- **Ignition Coil and/or Control Module**
- **Intake Manifold**
- **Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System**
- **PCV system and Oil Filler Cap**
- **Powertrain Control Module (PCM)/[Engine Control Module (ECM)]**
- **Spark Control Components**
- **Spark Plugs and Ignition Wires**
- **Thermostat**
- **Throttle Body Assembly (MFI)**

* Includes hardware and emissions related software changes only.

** ABC Module on Compressed Natural Gas (CNG) Vehicles only.

Also covered by the two Federal Emissions Warranties are all emissions-related bulbs, hoses, clamps, brackets, tubes, gaskets, seals, belts, connectors, fuel lines, sensors, and wiring harnesses that are used with components on the list of parts above.

1.2.2 California Emissions Warranties – Overview

Mobility Ventures adheres to the California Emissions Warranty standard. This Warranty applies to Vehicles registered in the states that have adopted the California Emissions Warranty. The California Emissions Warranty, if applicable, is in addition to the Federal Emissions Warranties.

In California, new motor Vehicles must be designed, built, and equipped to meet the state's stringent anti-smog standards. These standards are administered by The California Air Resources Board (CARB).

The California Emissions Warranty will not apply if there has been abuse, neglect, or improper maintenance of the Vehicle (see "Vehicle Owner's Responsibilities for California Emissions Warranty").

Where a warrantable condition exists, Mobility Ventures will repair the Vehicle at no cost to the Vehicle owner, including diagnosis, parts, and labor. The start date for the Warranty Coverage Period is the date the original owner takes delivery of the Vehicle or the day the Vehicle is first put into service (for example, as a dealer demonstrator or Mobility Ventures-use Vehicle), whichever occurs first.

1.2.2.1 Short-Term Defect Warranty

For Vehicles eligible for California Emission Warranty coverage for 3 years or 50,000 miles, whichever first occurs:

- 1) If the Vehicle fails a Smog Check inspection, all necessary repairs and adjustments will be made to ensure that the Vehicle passes the inspection. This is referred to as the "short-term California emission control system performance warranty."
- 2) If any emissions-related part on the Vehicle is defective, the part will be repaired or replaced. This is referred to as the "short-term California emission control system defects warranty."

1.2.2.2 Long-Term Defect Warranty

If a covered part is defective in a Vehicle eligible for California Emission Warranty coverage, it will receive warranty coverage for 7 years or 70,000 miles (110,000 kilometers), whichever occurs first.

1.2.2.3 Vehicles Eligible for California Emissions Warranty Coverage

California Emission Warranty coverage applies if the Vehicle meets the following two requirements:

- 1) The Vehicle is registered in California or another state that has adopted the California emission and warranty regulations,* and;
- 2) The Vehicle is certified for sale in California as indicated on the Vehicle emission control information label.

* Other states adopting the California Emissions Warranty for passenger cars and light-duty trucks (up to 8,500 pounds GVWR) include; Connecticut, Maine, Massachusetts, New Jersey, Oregon, Pennsylvania, Rhode Island, Vermont and Washington.

NOTE: New York adopted California Emission Standards, but not the California Emissions Warranty.

1.2.2.4 List of Eligible Parts by California Emissions Warranty

If the following parts contain a defect, they are covered by the California Emissions Warranty:

- Air Flow Sensor
- Air/Fuel Feedback Control System and Sensors
- Air Induction System
- Auxiliary Body Controller (ABC)*
- Catalytic Converter
- Controls for Deceleration
- Electronic Ignition System
- Exhaust Pipe (Manifold to Catalyst)
- Electronic Engine Control Sensors and Switches
- Evaporative Emission Control System
- Exhaust Gas Recirculation (EGR) System
- Exhaust Manifold
- Fuel Filler Cap and Neck Restrictor
- Fuel Injection System
- Fuel Temperature and Pressure Sensors
- Fuel Injector Supply Manifold
- Fuel Tank
- Fuel Tank Pressure Control Valve
- Ignition Coil and/or Control Module
- Intake Manifold
- Malfunction Indicator Lamp (MIL)/On-Board Diagnostic (OBD) System
- PCV System and Oil Filler Cap
- Spark Control Components
- Spark Plugs and Ignition Wires
- Thermostat

- **Throttle Body Assembly**

- * Includes hardware and emissions related software changes only.

- ** ABC Module on Compressed Natural Gas (CNG) Vehicles only.

1.2.2.5 Vehicle Owner's Responsibility for California Emissions Warranty

The Vehicle owner is responsible for the performance of the required maintenance listed in the Owner's Manual. Mobility Ventures recommends that the Vehicle owner retain all receipts covering maintenance on the Vehicle, but Mobility Ventures cannot deny warranty coverage solely for the lack of receipts or for the failure to ensure the performance of all scheduled maintenance.

Vehicle owner is responsible for presenting the Vehicle to an MV-1 Dealer as soon as a problem exists. The warranty repairs should be completed in a reasonable amount of time, not to exceed 30 days.

Vehicle owner should also be aware that Mobility Ventures may deny warranty coverage if the Vehicle or a part has failed due to abuse, neglect, improper maintenance, or unapproved modifications.

For any questions regarding Vehicle owner's rights and responsibilities under the California Emissions Warranty, or to report what you believe to be violations of the terms of this warranty, the Owner may contact the Mobility Ventures Customer Assistance Hotline at 1-877-MV1-FORU (877-681-3678) or the California Air Resources Board at (800) 242-4450.

State of California Air Resources Board

Mobile Source Operations Division

P9528 Telstar Avenue

El Monte, California 91731-2990

1.2.3 Determining Eligibility for Emissions Warranty Coverage

All Vehicles are eligible for Federal Emissions Control System Warranty coverage. Do the following to further determine emissions eligibility:

- 1) Locate the under-hood emission control label located inside the engine compartment. If the emissions control label contains language stating the Vehicle conforms to the California Emissions regulations, the Vehicle may also be eligible for the California Emissions Warranty, depending on where it is registered. Also determine the gross vehicle weight (GVW) to determine if light, medium or heavy duty emissions coverage applies.
- 2) Determine if the repair is covered by the Federal Emissions Defect Warranty or the Federal Emissions Performance Warranty by asking the Vehicle owner if the Vehicle has failed a state I/M test. If so, request the test results form. If no test has been performed, all covered emission repairs are under the Federal Emissions Defect Warranty.

- 3) Once it is determined which Warranty coverage applies, determine that the Vehicle is still within the applicable time and mileage limits.
- 4) Check for reasonable evidence of Vehicle maintenance and perform diagnostics following appropriate section of the Service Manual. Once the cause of failure is determined, determine if the failed part is covered.
- 5) Determine if the failed part is a Genuine Part or a Non-Genuine Part "certified to EPA standards". Genuine Parts and "certified" Non-Genuine Parts are covered while uncertified Non-Genuine Parts are not covered.

1.2.4 Policies on Federal and California Emissions Warranties

Defects in material or workmanship in Genuine Parts related to emissions systems may also be covered by a Mobility Ventures Warranty. In any case, the Warranty with the broadest coverage applies. Dealer is to provide Warranty coverage beyond the 2 year/24,000 mile (Federal) and 3 year/50,000 mile (California) emissions Warranty coverage commensurate with the Genuine Parts Warranty.

The Federal Emissions Defect Warranty and the Federal Emissions Performance Warranty coverage overlap. For conditions resulting in the repair or replacement of a covered emission part, the repair is performed under the Defect Warranty. If it is determined that the Vehicle's emissions are out-of-compliance with a State emission Inspection/Maintenance Program (I/M), the repair is performed under the Performance Warranty. If a Vehicle is reported as having failed an I/M test, the I/M test results from the Vehicle owner or operator must be attached to the Repair Order.

Any part that is scheduled for replacement at a specific time or mileage is in accordance with the published maintenance schedule in the Owner's Manual is covered only up to the first replacement interval or applicable emission Warranty coverage period, whichever comes first.

Coverage is not contingent upon maintenance being performed by an authorized MV-1 dealer. However, Dealer should check for reasonable evidence of Vehicle's maintenance, particularly if lack of maintenance is suspected as the cause of or attributed to the emissions failure.

If a Vehicle failed an I/M test, determine the cause of failure using the diagnostic steps provided in the MV-1 Service Manual. If you need diagnostic assistance, contact Technical Assistance. Determine if the failed part(s) are Genuine Parts or Non-Genuine Parts labeled "Certified to EPA Standards". Failures of Non-Genuine Parts or caused by Non-Genuine Parts which have not been "Certified to EPA Standards" are not covered by either of the Federal Emissions Warranties.

The Federal Emissions Performance Warranty regulations require that an Owner be notified by the manufacturer within 30 days of presenting the Vehicle for repair, as to whether the repair is covered. If not covered, a notice of denial must be made in writing or penalties may apply.

Regulations prohibit adjustments or repairs intended only to pass a Vehicle I/M test. In accordance with catalytic converter tampering regulations, Dealers are cautioned against using Non-Genuine Part catalytic converters for Warranty or non-Warranty repairs.

Regardless of the parts used to repair the Vehicle (e.g., Genuine Parts or Non-Genuine Parts), coverage cannot be denied for emergency repairs to correct conditions that could render the Vehicle inoperable, such as stalling, if it is related to a covered Emissions Warranty component.

1.2.5 What is not covered by Emissions Warranties

The Emissions Warranties do not cover any part not listed in the Federal Emissions Warranty parts list or the California Emissions Warranty parts list. In addition, emissions Warranty coverage may be denied if the Vehicle or a part does not contain an emissions-related defect or has failed because of abuse, neglect, improper maintenance, or unapproved modifications. Coverage may also be denied for any of the reasons included in the "Items Not Covered by Warranty" section.

1.2.6 Dealer Certification (Applies to All Dealers and Service Centers)

THE DEALER CERTIFICATE DESCRIBED BELOW IS THE DEALER'S SOLE RESPONSIBILITY AND MOBILITY VENTURES IS NOT RESPONSIBLE IN ANY WAY FOR THE DEALER CERTIFICATE.

The Federal Emissions Performance Warranty regulations require that, upon delivery of each new Vehicle by Dealer to a purchaser, Dealer must furnish to the purchaser a certificate that the Vehicle complies with EPA requirements. This Dealer certification is imposed by the Clean Air Act and EPA regulations. Mobility Ventures does not provide certificate forms and Dealer is responsible for obtaining them from a supplier of dealer forms.

While the Dealer must be familiar with all EPA Dealer certification obligations, the following are some of the significant requirements of the referenced certification:

- 1) Based upon written notification by the manufacturer, Dealer has knowledge that the Vehicle is covered by an EPA Certificate of Conformity.
- 2) Based upon a visual inspection of the emission control devices, there are no apparent deficiencies in the installation of such devices by the manufacturer. An alternative to under-hood inspection is to ensure there are no set "On Board Diagnostic" (OBD) DTC codes.
- 3) Dealer has performed all emission control system preparation required by the manufacturer prior to the sale of Vehicle, as set forth in the current Pre-Delivery Service (PDI) check sheet furnished by the manufacturer.
- 4) This certification requirement does not constitute a representation by Dealer that the emission control system will perform properly.
- 5) The Dealer Certificate must also include a statement explaining that:

- a. The Vehicle fails an EPA-approved emission test prior to the expiration of 90 days or 4,000 miles, and;
- b. The Vehicle has been maintained and used in accordance with the written instructions for proper maintenance and use

Then repairs will be performed at no-charge under the Federal Emission Performance Warranty without regard to whether a penalty or sanction may be imposed upon the Vehicle owner.

ITEM #3

MAINTENANCE SCHEDULES

MV-1 Maintenance Schedule

NORMAL "NON-COMMERCIAL" DRIVING CONDITIONS

EVERY 7,500 MILES / 12,000 KILOMETERS

- ☐ Change engine oil and replace oil filter.
- ☐ Rotate tires, inspect tires for wear and measure tread depth.
- ☐ Inspect ramp operation and check tracks for debris and clean as necessary.
- ☐ Inspect the wheels and related components for abnormal noise, wear, looseness or drag.
- ☐ Lube all body hinges.
- ☐ Inspect engine air filter.
- ☐ Inspect automatic transmission fluid level.
- ☐ Inspect engine coolant level.
- ☐ Replace rear differential fluid (first 7,500 mile service only)

EVERY 15,000 MILES / 24,000 KILOMETERS

- ☐ Perform 7,500 Mile / 12,000 Kilometer Service.
- ☐ Replace engine air filter.
- ☐ Lubricate and inspect steering linkage, ball joints, suspension, tie rod ends, driveshaft, and U-joints.
- ☐ Inspect brake pads, rotors, and lines/hoses, and parking brake system. Ensure proper brake fluid level.
- ☐ Inspect rear axle shaft boots.
- ☐ Inspect exhaust system and heat shields.
- ☐ Inspect engine cooling system and hoses.

EVERY 22,500 MILES / 32,000 KILOMETERS

- ☐ Replace CNG High and Low Pressure In-Line Filters (CNG Fuel System Only)

EVERY 50,000 MILES / 80,000 KILOMETERS

- ☐ Replace rear differential fluid

EVERY 100,000 MILES / 160,000 KILOMETERS

- ☐ Perform 15,000 Mile / 24,000 Kilometer Service.
- ☐ Change Spark Plugs.
- ☐ Change Engine Coolant.
- ☐ Change Automatic Transmission Fluid and Filter.



MV-1 Maintenance Schedule

SPECIAL USE – COMMERCIAL FLEET DRIVING CONDITIONS

EVERY 5,000 MILES / 8,000 KILOMETERS

- ☐ Change engine oil and replace oil filter.
- ☐ Rotate tires, inspect tires for wear and measure tread depth.
- ☐ Inspect ramp operation and check tracks for debris and clean as necessary.
- ☐ Inspect the wheels and related components for abnormal noise, wear, looseness or drag.
- ☐ Lube all body hinges.
- ☐ Inspect engine air filter.
- ☐ Inspect automatic transmission fluid level.
- ☐ Inspect engine coolant level.

AT FIRST 7,500 MILE / 12,000 KILOMETER INTERVAL

- ☐ Replace rear differential fluid

EVERY 10,000 MILES / 16,000 KILOMETERS

- ☐ Perform 5,000 Mile / 8,000 Kilometer Service.
- ☐ Replace engine air filter.
- ☐ Lubricate and inspect steering linkage, ball joints, suspension, tie rod ends, driveshaft, and U-joints.
- ☐ Inspect brake pads, rotors, and lines/hoses, and parking brake system. Ensure proper brake fluid level.
- ☐ Inspect rear axle shaft boots.
- ☐ Inspect exhaust system and heat shields.
- ☐ Inspect engine cooling system and hoses.

32,000 KILOMETERS

- ☐ Perform 10,000 Mile / 16,000 Kilometer Service
- ☐ Replace CNG High and Low Pressure In-Line Filters (CNG Fuel System Only)

EVERY 50,000 MILES / 80,000 KILOMETERS

- ☐ Perform 10,000 Mile / 16,000 Kilometer Service.
- ☐ Replace automatic transmission fluid and filter.
- ☐ Replace rear differential fluid

EVERY 100,000 MILES / 160,000 KILOMETERS

- ☐ Perform 50,000 Mile / 80,000 Kilometer Service.
- ☐ Change Spark Plugs.
- ☐ Change Engine Coolant.



MV-1 Maintenance Schedule

ROUTINE OWNER CHECKS AND SERVICES

Applies to both schedules

EVERY MONTH

- ☐ Check function of all interior and exterior lights.
- ☐ Check tires for wear and proper inflation (41 PSI / 283 KPA).
- ☐ Check engine oil level.
- ☐ Check windshield washer fluid level.
- ☐ Check ramp operation and clean ramp panels with bristle brush and water.

EVERY SIX MONTHS

- ☐ Check and clean wheelchair restraint tracks with bristle brush (no lubricants)
- ☐ Check and clean ramp tracks and panels (no lubricants)
- ☐ Check lap/shoulder seat belts and latches for wear and proper operation.
- ☐ Check power steering fluid level.
- ☐ Check windshield/rear window washer operation.
- ☐ Check condition of wiper blades (replace blades as necessary).
- ☐ Check parking brake for proper operation.
- ☐ Check and lubricate upper and lower door hinges and door check straps.
- ☐ Check safety warning lamps (ABS, Check Engine, etc.) for proper illumination at key on.
- ☐ Check engine coolant level.
- ☐ Check battery connections and clean as necessary.

EVERY 36 MONTHS

- ☐ Inspect Condition of CNG Fuel Tanks by your Authorized MV-1 Service Center. (CNG vehicles only)



ITEM #4

CERTIFICATION OF STANDARD SAFETY EQUIPMENT

Certification

This to certify that the vehicles proposed under this contract are equipped with all standard equipment installed by the OEM chassis manufacture related to safety and operation. We further certify that none of the OEM standard equipment related to safety and operation is removed from the vehicles.

Midwest Transit Equipment Inc.

A handwritten signature in cursive script, appearing to read "TD Baldwin", is written over a horizontal line.

Thomas D. Baldwin

Director of Governmental Sales

Date: September 18, 2015

ITEM #5

**CERTIFICATION
OF
NO
DEALER
PLATES**

Certification

This to certify that no dealer plates will be issued with any vehicles purchased under this contract.

Midwest Transit Equipment Inc.



Thomas D. Baldwin

Director of Governmental Sales

Date: September 18, 2015

ITEM #6 & 11 (f)

LIST OF AVAILABLE EXTERIOR STANDARD COLORS

(Found under item 11 (f) of this section)

ITEM #7

**DESCRIPTION
OF
QUICK
RELEASE
FRONT
SEAT**

**Note: MV-1 does not offer quick release
front seats.**

ITEM #8

DESCRIPTION OF SECUREMENT SYSTEMS

Located in tab 10 under item 11 (j)

ITEM #9 & 11 (d)

CERTIFICATION OF COMPLIANCE WITH TESTING

Located in tab 10 under item 11 (d)

ITEM #10

**DBE/FTA
GOALS
LETTER**



U.S. Department
of Transportation
**Federal Transit
Administration**

Headquarters

East Building, 5th Floor – TCR
1200 New Jersey Avenue, SE
Washington, DC 20590

October 20, 2014

Mobility Ventures (MV-1)
12200 Hubbard Street
Livonia, MI 48150

Attn: Kirk Alston

Re: TVM DBE Goal Concurrence – Fiscal Year 2015

Dear Mr. Alston:

This letter is to inform you that the Federal Transit Administration's (FTA) Office of Civil Rights has received Mobility Ventures' Disadvantaged Business Enterprise (DBE) goal and methodology for FY 2015 for the period of October 1, 2014–September 30, 2015. This goal submission is required by the U.S. Department of Transportation's DBE regulations at 49 CFR Part 26 and must be implemented in good faith.

We have reviewed your FY 2015 DBE goal and determined that it is compliant with DOT's DBE regulations. You are eligible to bid on FTA-funded transit contracts. This letter or a copy of the TVM listing on FTA's website may be used to demonstrate your compliance with DBE requirements when bidding on federally funded vehicle procurements.

FTA reserves the right to remove/suspend this concurrence if your DBE program or FY 2015 DBE goal is not implemented in good faith. In accordance with this good faith requirement, you must submit your DBE Uniform Report to FTA by December 1, 2014. This report should reflect all FTA-funded contracting activity for the second period of FY 2014 (i.e., from April 1 to September 30).

Please also be mindful that your FY 2016 DBE goal methodology must be submitted to FTA by August 1, 2015. Therefore, you should publish your goal on or before June 17, 2015. Thank you for your cooperation. If you have any questions regarding this approval, please contact Britney Berry via e-mail at britney.berry@dot.gov.

Sincerely,

Dawn Sweet
Acting Title VI/DBE Team Leader
Office of Civil Rights

ITEM #11 (a)

**LIST
OF
DEVIATIONS
OR
EXCEPTIONS**

DEVIATION / EXCEPTION

IDOA RFP 16-011
LOW FLOOR MINIVAN SPECIFICATION

PRODUCT: MOBILITY VENTURE MV-1

Page: 9. Section: DOORS

SPECIFICATION: Only the driver's door shall be lockable by key from the exterior.

EXCEPTION: Because the MV-1 is a purpose built vehicle all door are made to be locked. MV-1 does not have an option to key the driver's door only.

DEVIATION / EXCEPTION

IDOA RFP 16-011
LOW FLOOR MINIVAN SPECIFICATION

PRODUCT: MOBILITY VENTURE MV-1

Page: 9.

Section: DOORS

SPECIFICATION: *Rear Emergency Exit Door (Liftgate)*: The rear door (liftgate) shall be equipped with a manual device for opening from the inside and outside, which may be quickly released but designed to offer protection against accidental release. The opening device shall be easily reached from the interior of the vehicle

EXCEPTION: MV-1 is a purpose built vehicle with a driver and co-pilot doors, two large (36"X56") passenger doors and a rear liftgate door. Because the MV-1 is a purpose built vehicle they do not offer an interior opening device for the rear liftgate door. All other doors do have an interior opening device.

DEVIATION / EXCEPTION

IDOA RFP 16-011
LOW FLOOR MINIVAN SPECIFICATION

PRODUCT: MOBILITY VENTURE MV-1

Page: 9.

Section: DOORS

SPECIFICATION: *Left Side Sliding Passenger Door*: An OEM-built second sliding door shall be provided on the rear passenger left side of the vehicle. Second stage manufacturer-built sliding doors are not acceptable for this specification. Door height opening shall be a minimum of 52 inches. Door width shall be as provided by the OEM. Door shall be equipped with an interlock system so that door cannot be opened from the inside or outside when fuel door is open.

EXCEPTION: MV-1 is a purpose built vehicle with two large (36"X56") passenger doors that are designed to swing out for loading. MV-1 does not have an option for sliding passenger doors.

DEVIATION / EXCEPTION

IDOA RFP 16-011
LOW FLOOR MINIVAN SPECIFICATION

PRODUCT: MOBILITY VENTURE MV-1

Page: 11.

Section: FOLD AWAY REAR SEAT FOOTREST

SPECIFICATION: Full width, steel footrest for rear seat passengers with positive, up/down positions, manually operated. Top of footrest is minimum 7.25 inches above the floor. Powder coated to match interior floor/trim color.

EXCEPTION: MV-1 is a purpose built vehicle and does not have a footrest option for the rear seat.

DEVIATION / EXCEPTION

IDOA RFP 16-011
LOW FLOOR MINIVAN SPECIFICATION

PRODUCT: MOBILITY VENTURE MV-1

Page: 12.

Section: MOBILITY AID POSITIONS

SPECIFICATION: Two mobility-aid positions will be provided on this vehicle. One position shall be located adjacent and to the right of the driver, and the other position shall be located immediately behind the driver as close to the left side of the vehicle as possible. Both positions shall be forward facing.

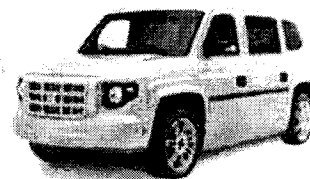
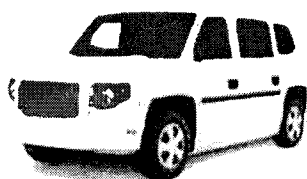
EXCEPTION: MV-1 is designed to have one wheel chair position adjacent and to the right of the driver, with the other position directly behind the first position. Both positions are forward facing.

ITEM #11 (b)

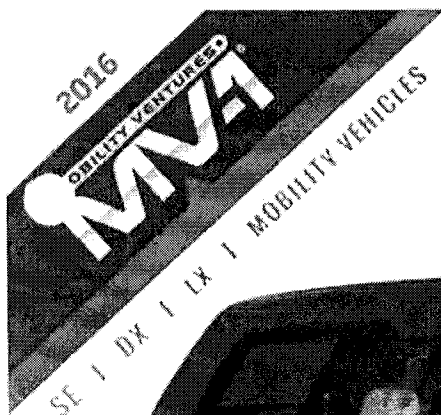
**DESCRIPTION
OF
VEHICLE
AND
EQUIPMENT**



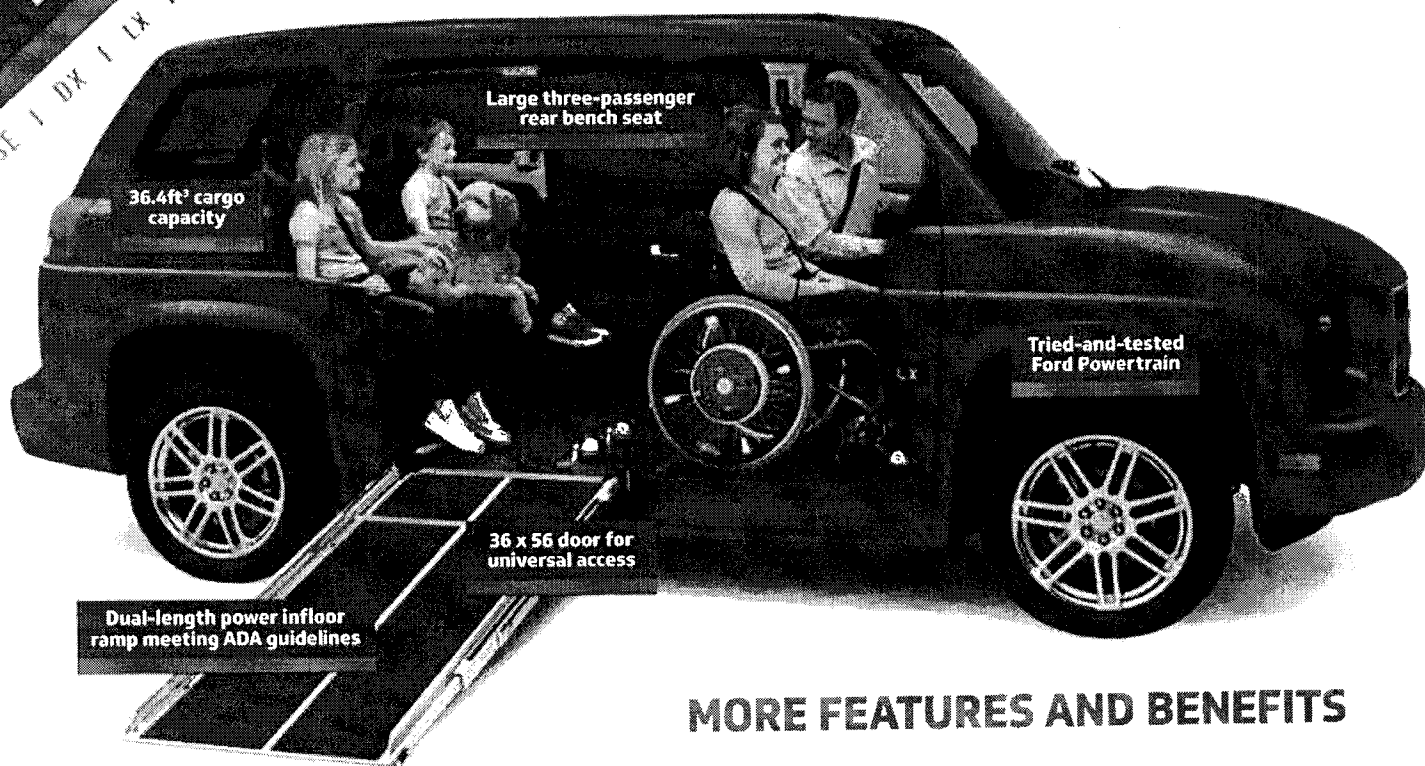
YOUR RIDE IS HERE



SE MODEL AS BID

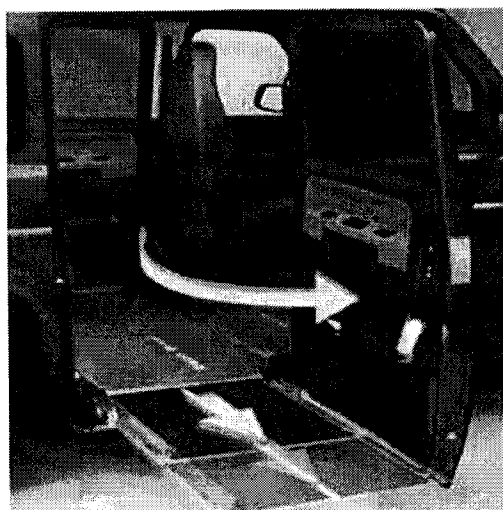


PURPOSE-BUILT FROM THE GROUND UP



MORE FEATURES AND BENEFITS

INSIDE AND OUT



An optional power door package and standard in-floor ramp make wheelchair access seamless and easy at the touch of a button on the key fob remote.



For those able to transfer and travel independently, the road is open to you with optional dealer-installed hand controls. You can also choose an aftermarket transfer seat to make it even easier.

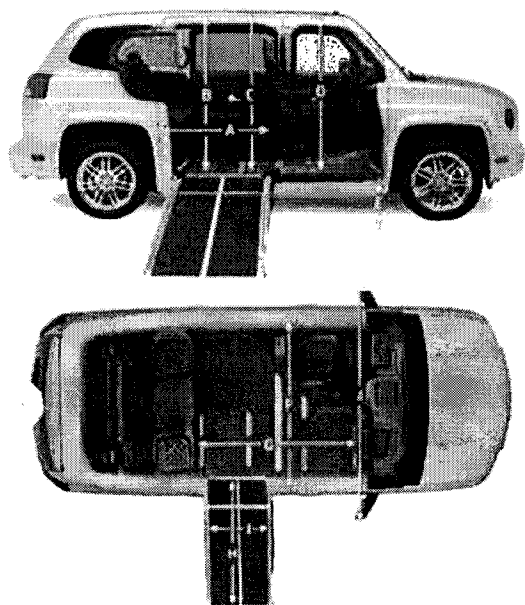
FEATURES AND SPECIFICATIONS

	SE	DX	LX
CHASSIS			
Wheels: four-wheel disc • power-assisted with anti-lock • stability control • dynamic rear proportioning and traction control • foot operated parking brake.	S	S	S
Exhaust System: full stainless steel	S	S	S
Low Floor Design: 6" ground clearance • 15" step-in height	S	S	S
Electronic Stability Control: dynamic rear proportioning	S	S	S
Suspension System: rear self-leveling • air	S	S	S
CONVENIENCE			
Air Conditioning	S	S	S
Air Conditioning Upfit: Pro-Air® rear air & heat	O	O	O
Cupholder: 2 front • 2 rear	S	S	S
Power Outlets: 2 front • 2 rear	S	S	S
Driver Convenience Package: cruise control • center console package with cupholder • additional power outlet	O	S	S
Key Fob	S	S	S
Key Fob: additional	O	S	S
Storage: open bin in passenger-side instrument panel • driver's seat storage pouch	S	S	S
POWERTRAIN			
Ford 3.7L 4V EFI V6 Unleaded Gasoline (fuel economy: 14 city • 16 hwy • 15 combined)	S	S	S
FLOOR COVERING			
Anti-slip • meets ADA/CSA-D409-02 guidelines	S	S	S
LX TRIM PACKAGE			
Interior: rosewood accent trim • ebony colored leather appointed upholstery in a quilted diamond stitched pattern • leather wrapped steering wheel • driver's seat floor mat • ebony wrapped door trim modules • chrome door pulls • lower doors trimmed in ebony carpet	N/A	N/A	S
Exterior: distinctive fascia with body color center grille & chrome • exterior mirrors with turn signal • LX badge on the black body side moldings • medium window tint on rear and cargo area windows	N/A	N/A	S
MIRRORS			
Left & right exterior • power adjustable • manual folding	S	S	N/A
Left & right exterior with turn signal • power adjustable • manual folding	N/A	N/A	S
POWER DOOR ENTRY PACKAGE (AVAILABLE LATE 2015)			
Includes 2 keyfobs to control the rear accessible door & power ramp	N/A	O	O

	SE	DX	LX
RADIO			
AM/FM with CD/MP3 • Aux Input • Clock & Antenna	O	B	N/A
Enhanced Radio: (AM/FM/CD/MP3/DVD) • Clock • 7" Touch Screen and Controls • Menu Select • Bluetooth Capable • Sirius Satellite Radio with Tuner • Includes Medium Window Tint • backup camera	N/A	O	B
Enhanced Radio with Navigation (includes backup camera)	N/A	O	O
RAMP			
Manual In-floor Ramp (one deployment length with 1:4.1 slope. Meets ADA/CSA-D409-02 guidelines)	S	N/A	N/A
Power In-floor Ramp (short deployment with 1:4.4 slope; long deployment with 1:6 slope. Meets ADA/CSA-D409-02 guidelines)	N/A	S	S
SEATING			
Bench Seat: seats 3 adults comfortably with 3-point seatbelts for each position	S	S	S
Driver's Seat: 6-way bucket adjustable • manual fore/aft and recline • power up/down	S	S	S
Jump Seat: rear-facing folding seat behind driver's seat for one additional ambulatory passenger	O	O	O
Upholstery: vinyl fabric (all rows)	S	S	N/A
Upholstery: leather appointed with quilted diamond stitching	N/A	N/A	S
WHEELCHAIR/OCCUPANT RESTRAINT			
Meets ADA/CSA-D409-02 guidelines • Includes 4 single retractors / 1 manual lap belt / 1 manual shoulder belt	O	S	S
WHEELS			
17" – Steel Wheel with Center Cap	B	N/A	N/A
17" – Steel Wheel with Full Wheel Cover	O	B	N/A
17" – Aluminum Wheel with Chrome Center Cap	N/A	O	B
20" – Aluminum wheels with Chrome Center Cap	N/A	N/A	O
WINDOW TINT			
Industry Standard Window Tint	B	B	N/A
Medium Window Tint	O	O	S
WIPERS			
Front: low/high/intermittent	S	S	S
Rear: on/off with spray button	S	S	S

Dimensions, features and specifications are subject to change. Photography may show optional equipment available at additional cost. See your dealer for complete details.

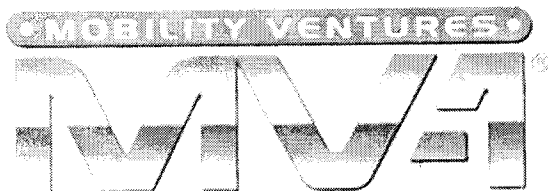
SPECIFICATIONS



Access Door Usable Width	A	36 in	914 mm
Access Door Usable Height	B	56 in	1422 mm
Interior Height (Rear Wheelchair Position)	C	59.5 in	1511 mm
Interior Height (Front Wheelchair Position)	D	58.3 in	1481 mm
Minimum Ground Clearance	E	6 in	152 mm
Interior Width at B Pillars	F	64.5 in	1638 mm
Interior Floor Length	G	81.5 in	2070 mm
Ramp Length (Manual)	H	63.75 in	1619 mm
Ramp Length (Power, Short Deployment)	H	69.5 in	1765 mm
Ramp Length (Power, Long Deployment)	H	92.25 in	2343 mm
Usable Ramp Width	I	30 in	762 mm
Mirror to Mirror Width	J	79.69 in	2024 mm

IT'S NOT ABOUT WHAT WE SAY, IT'S ABOUT WHAT OUR OWNERS SAY

Every MV-1 on the road has a story behind it. From the young family running the daily errands of everyday life, to the couple realizing their dream of traveling the country in retirement, the MV-1 helps make it all possible. Visit our blog at mv-1.us/stories to read about how the MV-1 has helped wheelchair users of all ages stay connected to the people and places they care about.



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105 North Niles Avenue • South Bend, IN 46617

Phone: 877-681-3678

Email: info@mv-1.us



WHY MV-1?

The MV-1 is a street-ready, spacious, great-driving, vehicle that's easy to operate, easy to enter and exit, and meets or exceeds the guidelines of the Americans with Disabilities Act (ADA) the moment it rolls off the assembly line. It's the one vehicle on the road designed and built for accessibility, from the ground up.

ITEM #11 (c)

**CERTIFICATION
OF
FMVSS
COMPLIANCE**



Mobility Ventures LLC
105 N. Niles Ave.
South Bend, IN 46617

INTERNAL MEMORANDUM

TO: Pat Kemp
Executive Vice President

FROM: John Smreker
VP Engineering

RE: Declaration of United States Regulatory Certification for the 2015 MV-1 Gasoline Variant

DATE: March 31, 2015

The purpose of this memorandum is to declare current compliance to applicable Title 49 (Transportation) requirements in the Code of Federal Regulations for the 2015 MV-1 Gasoline variant model. The official NHTSA identification for the Mobility Ventures LLC (MV) manufactured MV-1 is shown below.

VIN POSITION	DESCRIPTION	CODES
1,2,&3	WMI (assigned by SAE)	57W
4	Make/Line	M = MV-1/MV-1
5	Series	S = S series D = D series L = L series
6	Body Type/Restraint	1 = Four door wheelchair accessible; One driver seat w/ air bag & manual 3-pt safety belts; No front passenger seat w/ space used for wheelchair accessibility & optional wheelchair restraint package including 4 retractors & manual 3-pt safety belt; Rear bench seat w/ three manual 3-pt safety belts 2 = Four door wheelchair accessible; One driver seat position w/ air bags (side curtain, thoracic, steering wheel) & manual 3-pt safety belts; No front passenger seat w/ space used for wheelchair accessibility & optional wheelchair restraint package including 4 retractors & manual 3-pt safety belt; Rear bench seat w/ three manual 3-pt safety belts
7	Engine Type	A = V8 Gasoline, 4.6 Liters, 248 Hp B = V8 CNG, 4.6 Liters, 213 Hp C = V6 Gasoline, 3.7 Liters, 275 Hp D = V6 CNG, 3.7 Liters, 275 Hp
8	GVWR	6 = 6600 lbs
9	Check Digit	Calculated Checksum
10	Model Year	D = 2013 E = 2014 F = 2015 G = 2016 H = 2017
11	Plant Location	M = Mishawaka, IN USA
12,13,14,15,16,17	Sequential Production Number	000001 000002

Through thorough examination of product design, analysis and testing, MV Engineering Leadership is confirming that the 2015 MV-1 Gasoline variant model, and all its sub-systems and components, meet the applicable subject specifications referenced above. This includes section 571-Federal Motor Vehicle Safety Standards (FMVSS).

Prior to the acquisition of the MV-1 line by Mobility Ventures LLC in 2013, the MV-1 line was owned by The Vehicle Production Group LLC ("VPG"), and assembled pursuant to an Assembly and Services Agreement by AM General LLC, the parent company of Mobility Ventures. While the line was owned by VPG, through thorough examination of product design, analysis and testing, VPG Engineering Leadership confirmed that the 2011 MV-1 Gasoline variant model, and all its sub-systems and components, meets the applicable subject specifications referenced above. This includes section 571-Federal Motor Vehicle Safety Standards (FMVSS). Furthermore, there were no major content changes for the 2012, 2013 (which did not have a production run) or 2014 models, and each of these model year vehicles is considered compliant to the applicable specifications.

- For the 2014mid MV-1 Gasoline Variant, the applicable changes from the 2014 model were limited to the following:
 - §571.204 Standard No. 204; Steering control rearward displacement.
 - §571.214 Standard No. 214; Side impact protection.

Excluding the above referenced changes, there were no major content changes for the 2014mid MV-1 Gasoline Variant from the prior year models referenced above, each of which is considered compliant to applicable specifications as set forth above.

- For the 2015 MV-1 Gasoline Variant, the applicable changes from the 2014mid model were limited to the following:
 - § 571.101 Std No. 101; Controls and displays.
 - § 571.102 Std No. 102; Transmission shift position sequence, starter interlock, & trans braking effect
 - § 571.103 Std No. 103; Windshield defrosting and defogging systems
 - § 571.126 Std No. 126; Electronic stability control systems.
 - § 571.135 Std No. 135; Light vehicle brake systems.
 - § 571.206 Std No. 206; Door locks and door retention components.
 - § 571.208 Std No. 208; Occupant crash protection.
 - § 571.301 Std No. 301; Fuel system integrity

Excluding the above referenced changes, there were no major content changes for the 2015 MV-1 Gasoline Variant from the prior year models referenced above, each of which is considered compliant to applicable specifications as set forth above.

Mobility Ventures LLC therefore, to the extent applicable, carries over the attached certification declaration for the 2011, 2014 and 2014mid model years for the MV-1, to the extent that there have been no content changes to most systems from the 2011 MV-1 Gasoline variant model as confirmed by the VPG Engineering Leadership team. Mobility Ventures acquired the assets of VPG on September 26, 2013 and is providing the MV-1 to the public in the same configuration, with the same supply base, and with the same contract assembler (AM General LLC), all of which were confirmed as previously tested and certified by VPG. An available affidavit by Daniel Dell'Orto verifies the asset acquisition and Mobility Ventures' rights to said assets.

 3/31/15

John Smreker
VP Engineering
Mobility Ventures LLC

FMVSS

Code of Federal Regulations

Title 49 – Transportation

2011 VPG MV-1 Conforms to these Standards

Chapter V – National Highway Traffic Safety Administration, Department of Transportation

- Part 38.23

ADA – Mobility Aid Accessibility

- 537

AUTOMOTIVE FUEL ECONOMY REPORTS

- 563

EVENT DATA RECORDER

- 564 564.1 to 564.5

REPLACEABLE LIGHT SOURCE INFORMATION (EFF. UNTIL 12-01-12)

- 565 565.1 to 565.26

VEHICLE IDENTIFICATION NUMBER (VIN) REQUIREMENTS

- 566 566.1 to 566.6

MANUFACTURER IDENTIFICATION

- 567 567.1 to 567.7

CERTIFICATION

Federal Motor Vehicle Safety Standards (FMVSS)

- § 571.101

Standard No. 101; Controls and displays.

- § 571.102

Standard No. 102; Transmission shift position sequence, starter interlock, and transmission braking effect.

- § 571.103

Standard No. 103; Windshield defrosting and defogging systems.



FMVSS

- § 571.104
- § 571.106
- § 571.108
- § 571.110
- § 571.111
- § 571.113
- § 571.114
- § 571.116
- § 571.118
- § 571.124
- § 571.126
- § 571.135
- § 571.138
- § 571.139

Standard No. 104; Windshield wiping and washing systems.

Standard No. 106; Brake hoses.

Standard No. 108; Lamps, reflective devices, and associated equipment.

Tire selection and rims and motor home/recreation vehicle trailer load carrying capacity information for motor vehicles with a GVWR of 4,536 kilograms (10,000 pounds) or less.

Standard No. 111; Rearview mirrors.

Standard No. 113; Hood latch system.

Standard No. 114; Theft protection and rollaway prevention.

Standard No. 116; Motor vehicle brake fluids.

Standard No. 118; Power-operated window, partition, & roof panel systems.

Standard No. 124; Accelerator control systems.

Standard No. 126; Electronic stability control systems.

Standard No. 135; Light vehicle brake systems.

Standard No. 138; Tire pressure monitoring systems.

Standard No. 139; New pneumatic radial tires for light vehicles.



FMVSS

- § 571.201 Standard No. 201; Occupant protection in interior impact.
- § 571.202a Standard No. 202a; Head restraints; Mandatory applicability begins on September 1, 2009.
- § 571.204 Standard No. 204; Steering control rearward displacement.
- § 571.205 Standard No. 205; Glazing materials.
- § 571.206 Standard No. 206; Door locks and door retention components.
- § 571.207 Standard No. 207; Seating systems.
- § 571.208 Standard No. 208; Occupant crash protection.
- § 571.209 Standard No. 209; Seat belt assemblies.
- § 571.210 Standard No. 210; Seat belt assembly anchorages.
- § 571.212 Standard No. 212; Windshield mounting.
- § 571.214 Standard No. 214; Side impact protection.
- § 571.219 Standard No. 219; Windshield zone intrusion.
- § 571.225 Standard No. 225; Child restraint anchorage systems.
- § 571.301 Standard No. 301; Fuel system integrity.
- § 571.302 Standard No. 302; Flammability of interior materials.



FMVSS

- § 571.303 Standard No. 303; Fuel system integrity of CNG vehicles.
- § 571.304 Standard No. 304; Compressed natural gas fuel container integrity.
- § 573 573.1 to 573.14 DEFECT AND NONCOMPLIANCE RESPONSIBILITY AND REPORTS
- 574 574.1 to 574.10 TIRE IDENTIFICATION AND RECORDKEEPING
- 575 575.1 to 575.301 CONSUMER INFORMATION
- 576 RECORD RETENTION
- 579 REPORTING OF INFORMATION AND COMMUNICATIONS ABOUT POTENTIAL DEFECTS
- 580 580.1 to 580.17 ODOMETER DISCLOSURE REQUIREMENTS
- 582 582.1 to 582.5 INSURANCE COST INFORMATION REGULATION
- 583 583.1 to 583.17 AUTOMOBILE PARTS CONTENT LABELING
- 585 PHASE-IN REPORTING REQUIREMENTS
-

Jerry Brohl

VP Chief Engineer, Vehicle Integration & Certification



VIN Deciphering



Kevin Rahrig
Vice President Commercial Program Executive

Date: November 12, 2013

Administrator
National Highway Traffic Safety Administration
1200 New Jersey Avenue SE W43-488
Washington, DC 20590
Attention: VIN Coordinator

RE: ADDITIONAL CORRECTION: Part 565 Vehicle Identification Number Deciphering
Information for Mobility Ventures LLC

As accordance with 49 CFR Part 565, Vehicle Identification Number Requirements,
Mobility Ventures LLC hereby re-submits information necessary to decipher the characters
contained in its Vehicle Identification Number connected as to the series type and code.

VIN POSITION	DESCRIPTION	DTW	CODES
1,2,3,4	WVS (assigned by SAE)	M = MV 1	
5	Line	S = S Series	
	Series	D = D Series	
		L = L Series	
6	Body Type	F = Four door wheelchair accessible	
7	Engine Type	A = V8 Gasoline	
		S = V8 CNG	
		C = V6 Gasoline	
		D = V6 CNG	
8	GVWR	S = 6500 lbs	
9		D	
10	Check Digit		
	Model Year	D = 2013	
		E = 2014	
		F = 2015	
11		G = 2016	
12,13,14,15,16,17	Plant Location	M = Michigan	
	Sequential Production Number	000001	
		000002	

Sincerely,

Kevin Rahrig
Kevin Rahrig
Vice President

Mobility Ventures LLC
105 N. Allen Avenue | South Bend, IN 46817 | 877.661.3478
www.mv-llc.com



Certification Label & Tire Placard: MV

49 CFR Part 567 Certification Label and Associated Passenger Car Tire Placard

Mobility Ventures LLC
105 N. Niles Ave
South Bend, IN 46817

Date: October 2, 2013

Administrator
National Highway Traffic Safety Administration
1200 New Jersey Avenue SE, W43-488
Washington, DC 20590

In accordance with 49 CFR Part 567, Certification, Mobility Ventures LLC hereby submits the sample manufacturer's certification label, and the associated sample passenger car tire placard in accordance with 49 CFR Part 571.110 paragraph 24.3.

MANUFACTURED BY MOBILITY VENTURES LLC
ASSEMBLED BY AM GENERAL LLC

GAWR FRONT - 1693 KG (3600 LBS) WITH P235/65R17 TIRES, 17 x 6.5 J RIMS AT 280 KPA (41 PSI) COLD

GAWR REAR - 1693 KG (3600 LBS) WITH P235/65R17 TIRES, 17 x 6.5 J RIMS AT 280 KPA (41 PSI) COLD

THIS VEHICLE CONFORMS TO ALL APPLICABLE FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

VIN: 5TWVF1960NXXXXXX

TYPE: MPV

DATE OF MPO: 10/15 GVWR: 2994 KG (6600 LB)

TIRE AND LOADING INFORMATION			
SEATING CAPACITY: TOTAL 6 FRONT 2 REAR 4			
The combined weight of occupants and cargo should never exceed XXX kg. or XXXX lbs.			
TIRE	SIZE	COLD TIRE PRESSURE	SEE OWNER'S MANUAL FOR ADDITIONAL INFORMATION
FRONT	P235/65R17 108T(XL)	280 KPA, 41 PSI	
REAR	P235/65R17 108T(XL)	280 KPA, 41 PSI	
SPARE	NONE	NONE	

67WVF1960NXXXXXX



ITEM #11 (d)

ALTOONA TESTING REPORT

6. BUS TESTING

The Contractor [Manufacturer] agrees to comply with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665 and shall perform the following:


- 1) A manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which will be prior to the recipient's final acceptance of the first vehicle.
- 2) A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.
- 3) If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.
- 4) If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such a vehicle and the details of that vehicle's configuration and major components.

CERTIFICATION OF COMPLIANCE WITH FTA'S BUS TESTING REQUIREMENTS

The undersigned [Contractor/Manufacturer] certifies that the vehicle offered in this procurement complies with 49 U.S.C. A 5323(c) and FTA's implementing regulation at 49 CFR Part 665.

The undersigned understands that misrepresenting the testing status of a vehicle acquired with Federal financial assistance may subject the undersigned to civil penalties as outlined in the Department of Transportation's regulation on Program Fraud Civil Remedies, 49 CFR Part 31. In addition, the undersigned understands that FTA may suspend or debar a manufacturer under the procedures in 49 CFR Part 29.

Date: September 2, 2015

Signature: 

Company Name: Mobility Ventures LLC

Title: Manager, Government Bids & Contracts

Note: The MV-1 is exempt from Bus Testing as evidenced by letter from the FTA submitted herewith.



U.S. Department
of Transportation
**Federal Transit
Administration**

1200 New Jersey Avenue SE
Washington, D.C. 20590

December 17, 2013

Kevin Rahrig
Vice President
Mobility Ventures LLC
105 Niles Avenue
South Bend, Indiana 46617

Dear Mr. Rahrig:

This is in response to your letter dated October 22, 2013 in which you requested assistance from the Federal Transit Administration (FTA) concerning the applicability of the Bus Testing Regulation (49 CFR Part 665) to the MV-1 paratransit vehicle offered to FTA grantees. Attached to your letter was a FTA letter dated May 16, 2011 stating that the MV-1 vehicle was considered exempt from the FTA Bus Testing requirements.

In your letter you informed FTA that Mobility Ventures LLC has acquired the assets of the Vehicle Production Group LLC (VPG) and that Mobility Ventures LLC will manufacture and distribute the MV-1 vehicle. The MV-1 will remain the same vehicle with respect to its design configuration, parts content, and parts suppliers. Additionally, the manufacturing process and facility will remain the same as well.

FTA has reviewed your request and assessed the applicability of the Bus Testing Regulation to the MV-1 vehicle. **FTA maintains the previous decision that the MV-1 is considered exempt from testing when offered for sale to FTA grantees in the four-year service life category.** FTA considers the MV-1 an *unmodified mass-produced van*.

Unmodified mass-produced van means a van that is mass-produced, complete and fully assembled as provided by an OEM. This shall include vans with raised roofs, and/or wheelchair lifts, or ramps that are installed by the OEM, or by a party other than the OEM provided that the installation of these components is completed in strict conformance with the OEM modification guidelines.

Unmodified mass-produced vans are categorically exempted from testing by the Bus Testing Regulation only in the 4-year, 100,000-mile service life category; unmodified mass-produced vans offered in the 5-year, 150,000-mile (or higher) service life category are subject to testing.

This determination is based on the information you provided or mentioned above. Should you make any other changes to the vehicle, testing may be required. **Additionally, if the MV-1 was offered to FTA grantees in the five-year or higher service life categories, full testing would be required.** If you require any further assistance with this or other matters concerning bus testing, please feel free to contact me at the address above, or by e-mail (gregory.rymarz@dot.gov), fax (202-366-3765), or telephone (202-366-6410).

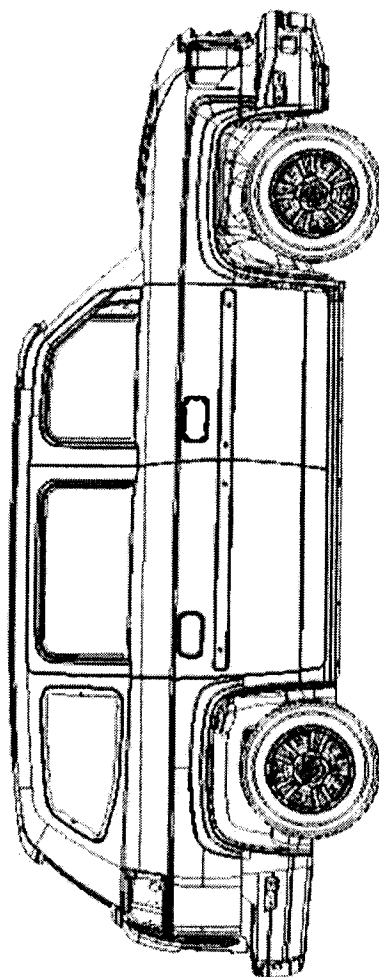
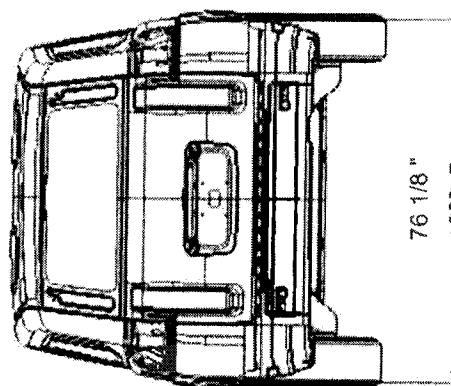
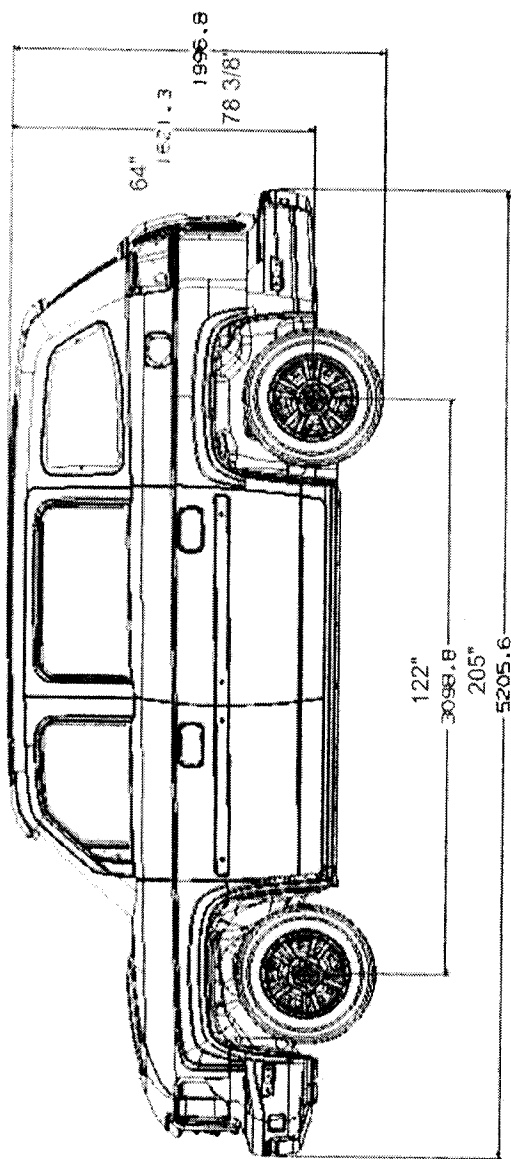
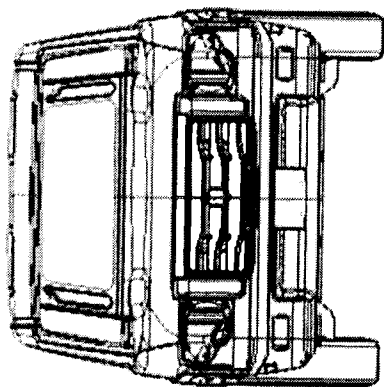
Sincerely,

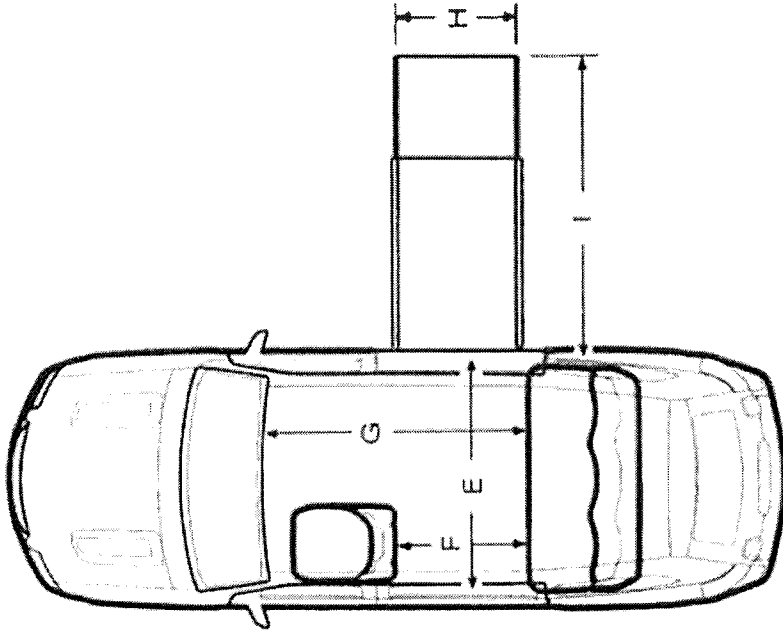
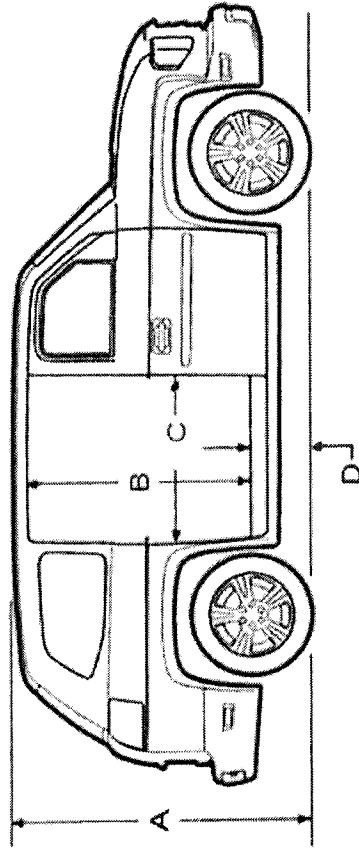


Gregory Rymarz
Bus Testing Program Manager
Office of Mobility Innovation, TRI-12

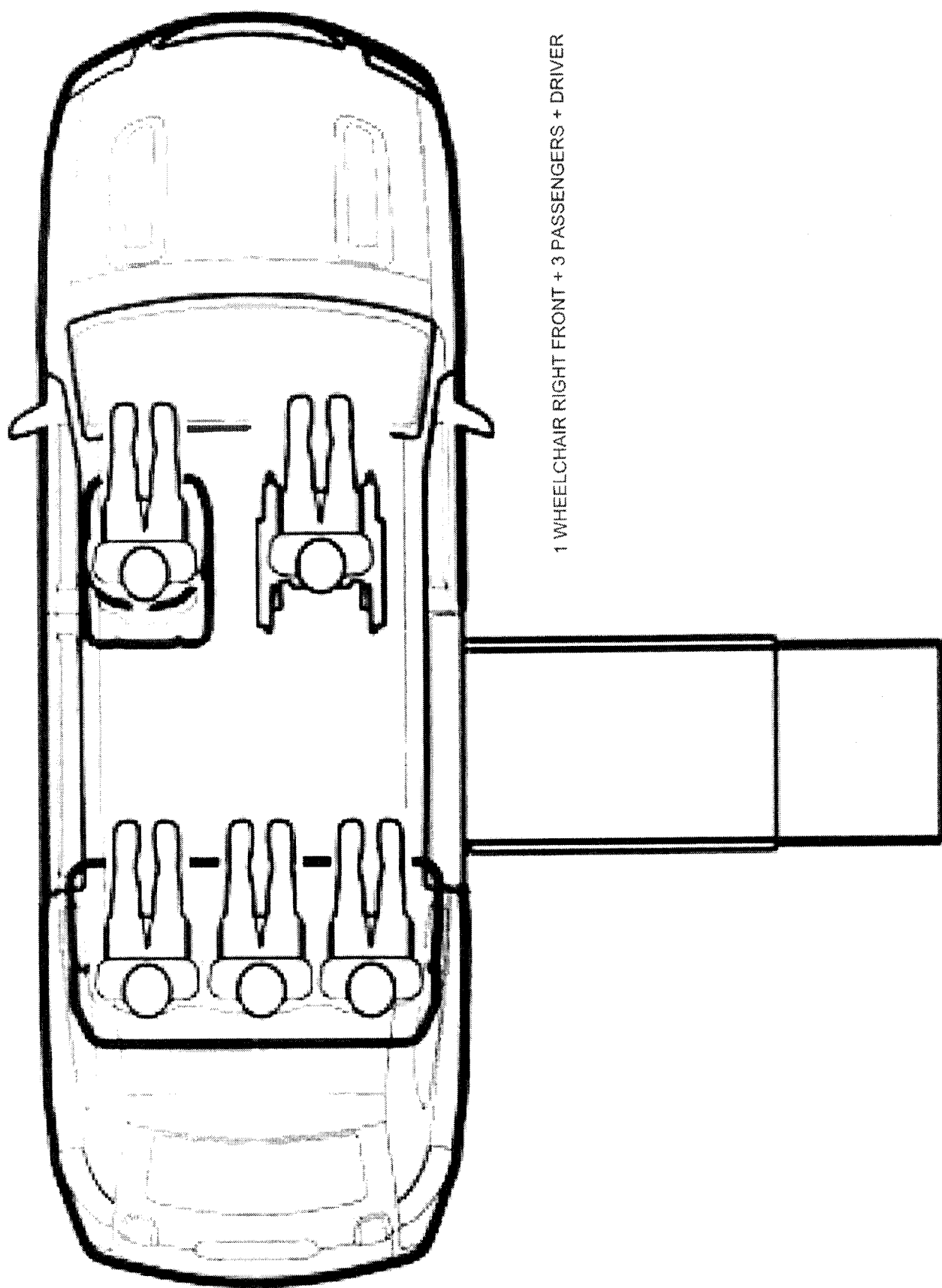
ITEM #11 (e)

**COPIES
OF
PROPOSED
FLOOR
PLANS**

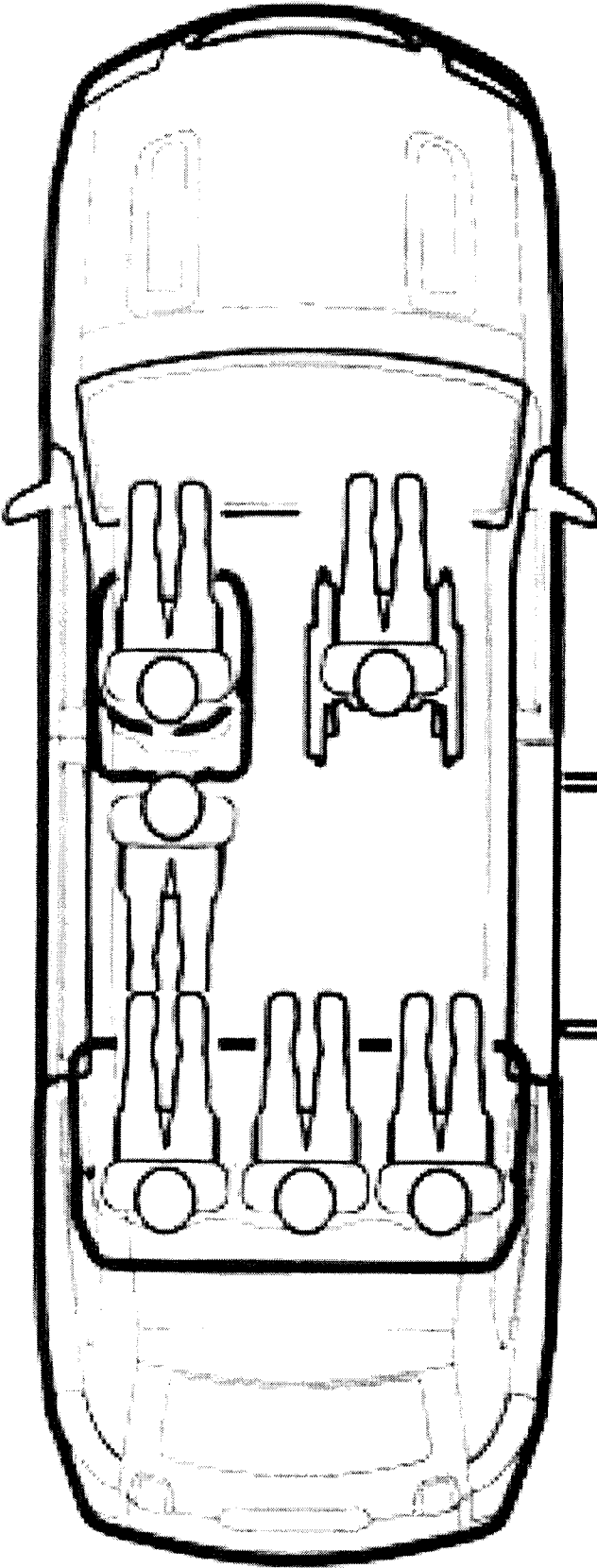




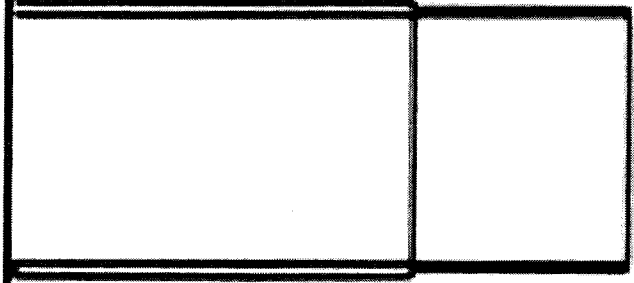
ITEM	DESCRIPTION	DIMENSION
A	OVERALL HEIGHT OF VEHICLE	75"
B	DOOR OPENING USABLE HEIGHT	56"
C	DOOR OPENING USABLE WEIDTH	36"
D	HEIGHT OF FLOOR TO GROUND	15"
E	INTERIOR USABLE INTERIOR WIDTH MAXIMUM	64.5"
F	LEG ROOM BEHIND DRIVER SEAT	37"
G	INTERIOR USABLE INTERIOR LENGTH MAXIMUM	81.5"
H	WIDTH OF USABLE RAMP	30"
I	RAMP LENGTH	52.5" / 87"

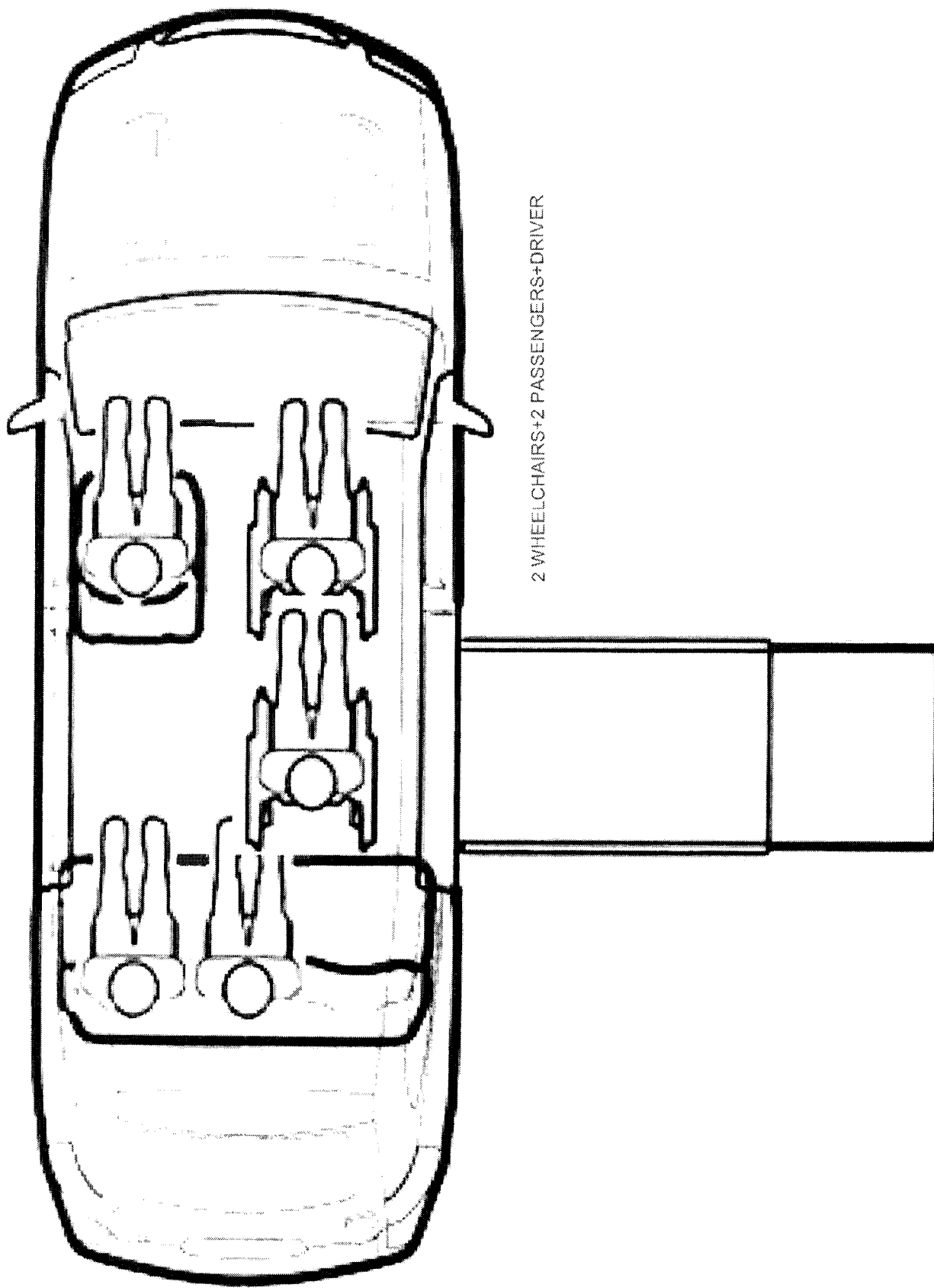


1 WHEELCHAIR RIGHT FRONT + 3 PASSENGERS + DRIVER



1 WHEELCHAIR RIGHT FRONT+ 4 PASSENGERS + DRIVER
REQUIRES OPTIONAL JUMP SEAT BEHIND DRIVER



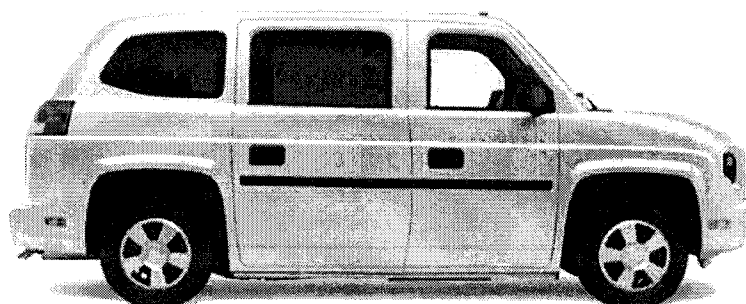


2 WHEELCHAIRS+2 PASSENGERS+DRIVER

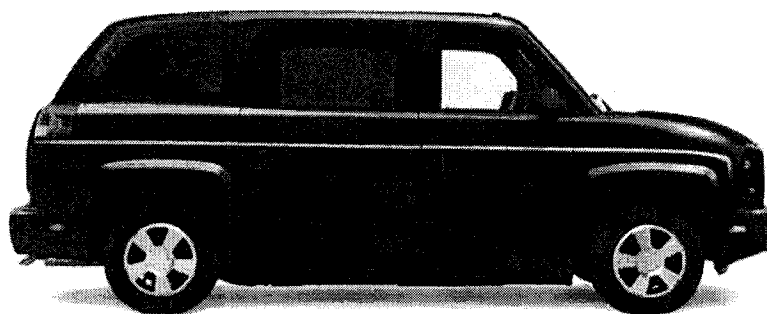
ITEM #11 (f)

**LIST
OF
STANDARD
EXTERIOR
COLORS**

MV-1 STANDARD EXTERIOR COLOR OPTIONS



ARCTIC WHITE



JET BLACK

ITEM #11 (h)

RAMP INFORMATION

Ramp

Manual In-floor Ramp (one
deployment length with 1:4.1 slope.
Meets ADA/CSA-D409-02
guidelines)

Standard



ITEM #11 (i)

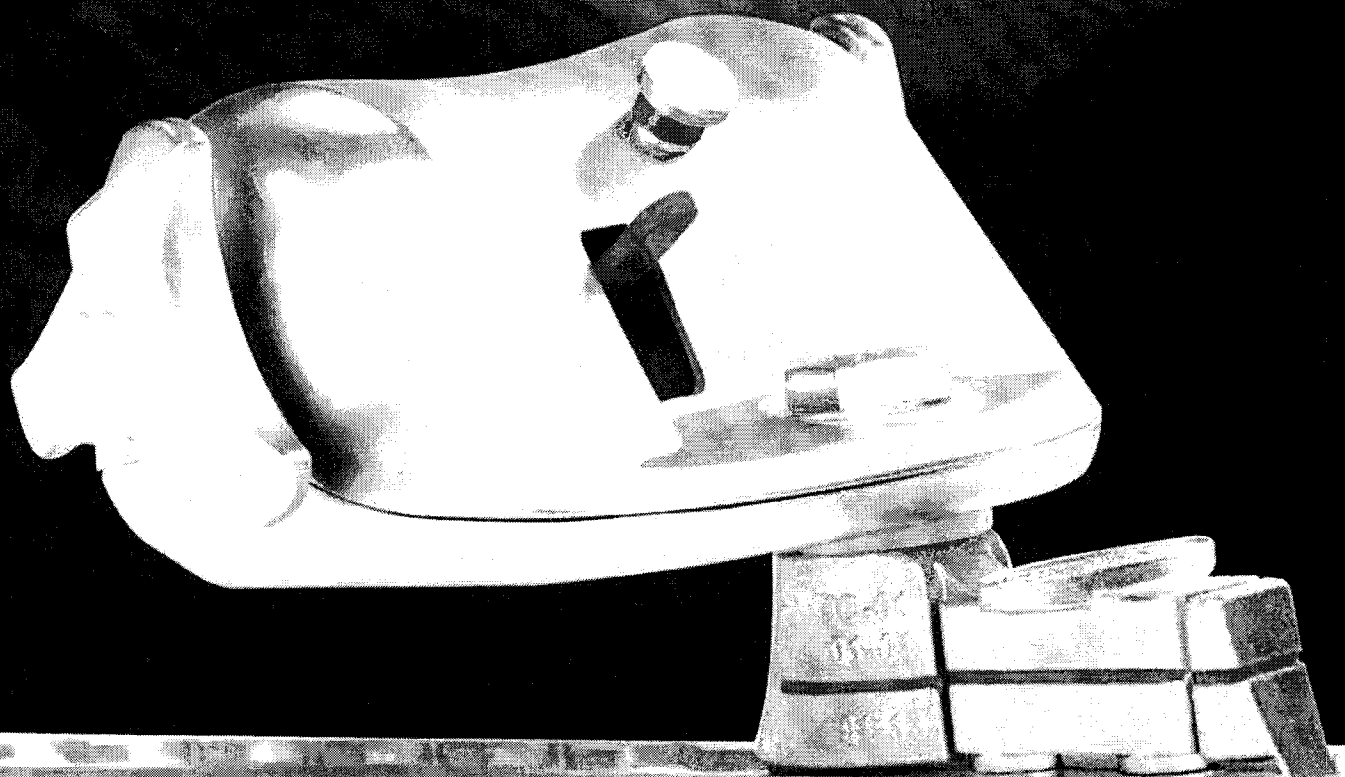
**SECUREMENT
SYSTEM
INFORMATION**



Thinking *Beyond* Safety

QRT™ SERIES

The New Standard
in Wheelchair Securement and Passenger Safety



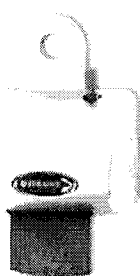
QRT-1 SERIES

THE SECUREMENT SYSTEM THAT CHANGED EVERYTHING

The original 4-point wheelchair securement system, QRT-1 Series retractors defined the way passenger safety devices are designed and tested.

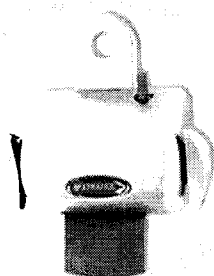
Solutions for Every Need and Budget

Today, QRT-1 Series retractors provide a full range of options for simple, safe and effective securement of wheelchairs in Para-Transit vehicles, mini-van, rail, city bus, coach bus, and school bus applications.



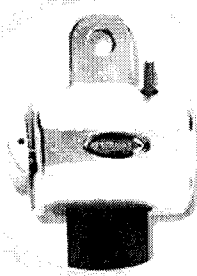
QRT Max

is a **fully automatic**, knobless retractor offering innovative features that maximize ease of use and ensure passenger safety.



QRT Deluxe

is the world-class original **self-locking** and **self-tensioning** retractable system. The Max and Deluxe models feature a new ergonomic streamlined housing.



QRT Standard

is simple and economical semi-automatic retractor system appropriate for many applications.

QRT-1 Series Specifications

Compatible Anchorages:
Slide 'N Click and L-Track floor anchorages, or may be directly mounted to vehicle floors, seat legs or barriers.

Warranty:
3 years (QRT Max, QRT Deluxe)
2 years (QRT Standard)

Testing:
Crash tested to 30mph/20g
Impact Test Criteria

Meets or exceeds the following standards and regulations:

- SAE J2249
- ISO 10542
- FMVSS 209, 302, 210, 222
- CMVSS 209
- CSA Z605
- ADA

QRT SERIES-1

FEATURES COMPARISON

Knobless, One-Handed Operation No knobs to interfere with wheels and footrests.

Dual Tensioning Knobs Provides additional tensioning if needed.

Single Tensioning Knob Provides additional tensioning if needed.

Automatic, Self-Locking Allows easy, one-handed hook-up.

Self-Tensioning Retractors automatically take up 'slack'.

Positive Lock Indicator Patented feature clearly indicates when fitting is locked in anchorage.

Interchangeable Eliminates confusion: no right, left, front or rear locations.

Low Profile & Compact Elimination of mounting bracket allows retractors to fit under most footrests.

Accommodates Larger Wheelchairs Reduced overall retractor length leaves more room for wheelchairs.

Universal Design Accommodates virtually all wheelchair designs, including scooters.

Durable Constructed from hardened steel and coated in zinc for maximum corrosion resistance.

J-Hook Reduces twisting of belts and ensures proper securement with a quarter turn accommodating virtually all wheelchair designs.

Foot Release Lever Easy release.

QRT MAX	QRT DELUXE	QRT STANDARD
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Qstraint.com

Q'Strait America
5553 Ravenswood Road, #110
Ft. Lauderdale, FL 33312
Tel: 800-987-9987
Fax: 954-986-0021
Email: qstraint@qstraint.com

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Fax: +44 (0)1227 770035
Email: info@qstraint.co.uk

Q'Strait Australia
Tramanco Pty Ltd.
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Rocklea, Australia, QLD 4106
Tel: +61 7 3892 2311
Fax: +61 7 3892 1819
Email: info@tramanco.com.au

Q'Strait Canada
18-100 Sheldon Dr.
Cambridge, ON N1R 7S7
Tel: 1-800-987-9987
Email: qstraint@qstraint.com

The logo features the word "Q'STRAIT" in a stylized, italicized font. The "Q" is large and prominent. The text is set against a dark, oval background that has a metallic or reflective appearance. The entire logo is positioned on a dark, textured horizontal band that spans the width of the page header.

Q'STRAIT

WC18/WC19/WC20

WHITE PAPER

**Q'STRAIT
OCTOBER 1, 2013**

Now is the Time to Plan Compliance with New WTORS Safety Standards

Manufacturers of wheelchair tiedown and occupant restraint systems (WTORS) need to be planning now for how they will increase the strength of their products to comply with a new requirement of a RESNA (Rehabilitation Engineering Assistive Technology Society of North American) wheelchair transportation safety standard, known as WC18, that takes effect in December 2015.

As with its predecessor standard, Society of Automotive Engineers (SAE) J2249, compliance with WC18 requires that wheelchair tiedown/securement systems of complete WTORS must be dynamically strength tested on an impact sled using a 30-mph/20-g crash pulse, a 187-pound (85 kg) surrogate wheelchair, and a 170-lb (76-kg) midsize adult male crash-test dummy. However, one of the most significant changes in WC18 is that by December 2015 (three years following the initial publication of WC18), wheelchair tiedown/securement systems must be able to withstand the increased forces generated in an additional test in which the 170-lb crash-test dummy is restrained by a lap belt that is anchored to the surrogate wheelchair rather than to the vehicle. The new WC19 wheelchair standard requires the availability of an optional wheelchair-anchored lap belt. The RESNA Committee on Wheelchairs and Transportation (COWHAT) developed the new WC18 standard to address the higher wheelchair forces that are transmitted to the tiedown/securement system when a person riding in a wheelchair is using that optional lap belt.

Industry Steps In Where Government Has Not Yet Acted

In the absence of federal standards for the use of wheelchairs as passenger seats in motor vehicles, key stakeholders involved in transportation for people who depend on wheelchairs for their mobility have assumed responsibility for improving transportation safety for these travelers through the development of voluntary industry standards. These stakeholders include WTORS manufacturers, wheelchair and wheelchair seating manufacturers, auto safety professionals, rehabilitation engineers, clinicians, transit providers, and consumers. While these industry standards are voluntary, their continuing revision, updating, and strengthening — as in the newest versions of WC18 and WC19 — demonstrate industry's ongoing and increasing commitment to the safety of travelers seated in wheelchairs.

Keeping the Wheelchair Secure

WC18 is the familiar name of *Wheelchair Tiedown and Occupant Restraint Systems for Use in Motor Vehicles*, which is Section 18 of Volume 4 of RESNA wheelchair standards (WC-4): *Wheelchairs and Transportation*. Section 19 (or WC19) is the companion standard for *Wheelchairs Used as Seats in Motor Vehicles*. These voluntary industry standards establish what are considered to be minimum design and

performance levels to provide a reasonable level of safe transportation and crash protection for people who use their wheelchairs as the vehicle seat when traveling in motor vehicles.

As noted above, WC18 is a revised and updated version of Society of Automotive Engineers (SAE) Recommended Practice J2249, which was first published in 1996 and last updated in 1999. WC19 was the first industry standard in the U.S to address the design and performance of wheelchairs used as seats in motor vehicles and was first published in 2000 as Section 19 of Volume 1 of RESNA wheelchair standards.

Both SAE J2249 and WC18 require that WTORS provide a method, independent of the occupant restraint system, for effectively securing wheelchairs in a 30-mph frontal crash. A three-point, lap-shoulder belt restraint system must also be provided to reduce occupant movement and prevent ejection from the vehicle, thereby reducing the chance of injury in a frontal crash from occupant contact with the vehicle interior, with other vehicle occupants, or with objects outside of the vehicle.

In *RESNA's Position on Wheelchairs Used as Seats in Motor Vehicles*,* RESNA says that wheelchairs used as passenger seats in motor vehicles should provide effective occupant support under the same frontal-impact test conditions as passenger car seats and child safety seats covered by federal motor vehicle safety standards. The wheelchairs should also facilitate proper placement of vehicle-anchored lap/shoulder-belt restraints. In addition, WC19-compliant wheelchairs are easier to correctly and effectively secured with a four-point, strap-type tiedown, which is today's universal method of wheelchair securement. RESNA also calls WC18-compliant WTORS "a critical part of a wheelchair transportation safety system as they anchor the wheelchair to the floor and keep passengers seated in their wheelchairs."

WTORS can use different methods to secure the wheelchair and still be WC18-compliant. Typical securement systems include four-point, strap-type tiedowns and auto-engage docking devices. Future solutions yet to be designed are also allowed as long as they secure the wheelchair independent of the occupant to prevent the wheelchair from adding forces to the occupant during a crash event and comply with other design and performance requirements of WC18. Whatever the securement system, for WTORS equipment to be WC18 compliant, beginning in December 2015, it must be successfully tested with the crash-test dummy restrained by a lap belt anchored to the 187-lb surrogate wheelchair.

However, compliance with WC18 does require that WTORS include a belt-type occupant restraint system with both lower (lap or pelvic) and upper (shoulder) belt restraints. The most common of these is the three-point, lap-shoulder belt system similar to that installed as original equipment in motor vehicles.

Improved Safety When the Wheelchair Becomes the Passenger Seat

While WC18 addresses wheelchair securement and occupant restraint systems, the newly revised WC19 standard covers the design and performance testing of wheelchairs for use as seats in motor vehicles. Since the wheelchair becomes the vehicle seat for people with disabilities who cannot transfer from their wheelchairs to ride in a minivan, van, or bus, WC19 provides for the application of basic occupant-protection principles to wheelchair design. Key elements of WC19 compliance include:

- **Four easily accessible, permanently attached, and labeled securement points** with specific closed-loop geometry that allow one-hand attachment of tiedown-strap hooks. These must be able to withstand the forces of a 30-mph, 20-g frontal impact.
- **Successful crash testing with a commercially available wheelchair-anchored lap belt placed around the pelvis of the appropriate-size crash-test dummy.** A pin-bushing anchorage must be available on each half of the lap belt for attaching the lower end of a shoulder belt near the passenger's hip to comprise a three-point belt restraint system.
- **Testing to determine two ratings of the wheelchair's accommodation of vehicle-anchored lap/shoulder belt restraints:** one rating for the ease of proper seatbelt positioning and the other for the *degree* to which proper belt placement is achieved.

Because it is not practical to crash-test every possible combination of wheelchair seating systems and base frames, a new RESNA standard, Section 20 in Volume 4 of RESNA wheelchair standards, commonly referred to as WC20, allows for independent testing of wheelchair seating systems using a surrogate wheelchair frame or SWCF. As with WC18 and WC19, WC20 also specifies manufacturer requirements for product labeling and user instructions and warnings.

The Key Role of Third-Party Payers

Institutions such as private insurance companies that finance wheelchair users' mobility solutions can play a significant and important role in contributing to the success of these standards by agreeing to pay the small additional cost of standards-compliant wheelchairs, seating systems, and tiedowns.

Taking a step in that direction, the U.S. Department of Veterans Affairs recently required compliance with WC19 design, performance, and instruction requirements in its most recent solicitation for a select category of powered wheelchairs (VA-797-11-RP-0097; March 18, 2011). In responses to questions from prospective vendors who appeared to be unclear on this point, the VA confirmed and reiterated its requirement for WC19 compliance.

In Amendment 7 to the solicitation (June 16, 2011), the VA wrote:

"All submissions must be tested to WC-19 standards as indicated in the solicitation..."

In Amendment 9 to the solicitation (July 8, 2011), the VA wrote:

"... the power wheelchair **MUST BE TESTED** to all identified RESNA standards in the standard configuration as prior clarified, including the wheelchair anchored pelvic belt."

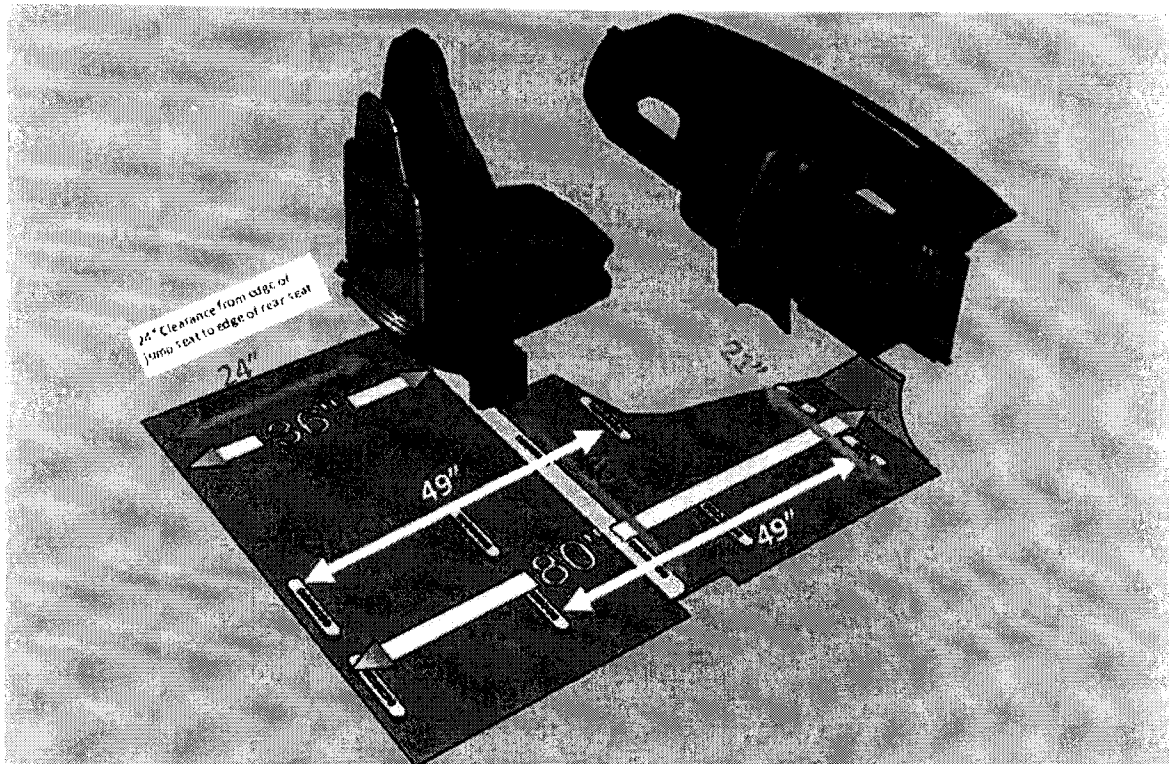
While this requirement of standards compliance currently applies only to a specific category of powered wheelchairs, Dr. Larry Schneider, Research Professor and Associate Director of the University of Michigan Transportation Research Institute (UMTRI), and Chair of the RESNA Committee on Wheelchairs and Transportation from 2000 to 2013, says that RESNA remains hopeful that the VA will issue a similar requirement for manual wheelchairs and tiedown systems.

"These kinds of things are slow in coming, but they can have a significant impact on improving transportation safety for occupants who must remain seated in their wheelchairs when traveling in motor vehicles," he says.

With the publication of the newest WTORS and wheelchair transportation standards in December of 2012, and the increased strength requirement for wheelchair tiedown and securement systems beginning year-end 2015, now is the time for transportation providers to be discussing compliance roadmaps with WTORS manufacturers and developing strategies for providing improved safety for passengers seated in wheelchairs who are using crashworthy wheelchair-anchored lap belts.

New Wheelchair and WTORS Standards at a Glance

- The intension of RESNA WC18 is to officially replace SAE J2249 as the recommended best practice in wheelchair securement.
- In 2000, RESNA published a WC19 standard governing the design and testing of wheelchairs to be used as a seat in a moving motor vehicle.
- WC19 wheelchairs feature visible tie-down securement points and an integrated crash-worthy lap belt. The WC19 lap belt is designed to facilitate proper use and fit of the occupant restraints for wheelchair passengers, making securement easier and transportation safer.
- Recently, the Veterans Association of America announced that they will only fund WC19 wheelchairs, further continuing the popularity of these wheelchairs in all forms of transportation.
- As with SAE J2249 previously, adopting the RESNA WC18 in state specifications and bus standards reduces the liability of transportation providers and ensures that they receive securement equipment that meets the latest industry safety standard.
- The latest volume of WC18 was adopted in December 2012, and gave WTORS manufacturers a three year window to comply (effectively December, 2015).
- At that point, tie-downs must be able to pass an additional test with an integrated WC19 lap belt. The testing utilizes the same 85kg surrogate wheelchair with a crash-worthy wheelchair-anchored lap belt.
- A WC19 crash-worthy lap belt features pin connectors on both ends, allowing a vehicle mounted shoulder belt to be connected. Most Q'Strait combination lap/shoulder belt occupant securements have been WC18 ready since 2005.
- 60% stronger: With non-WC19 wheelchairs, the occupant restraints are connected to the rear tie-downs. However, a WC19 wheelchair *with* an integrated occupant belt increases the load to the rear tie-downs by an additional 60%, because much of the occupant's weight is now directly connected to the wheelchair. This, in turn, requires tie-downs that can accommodate these significantly increased loads.



MV-1 Wheelchair Securement Track Location

ITEM #11 (k)

**OCCUPANT
RESTRAINT
SYSTEM
INFORMATION**

4-POINT SECUREMENT SYSTEMS

Q'Straint introduced the world's first fully integrated 4-point wheelchair passenger securement system, the industry standard for more than 25 years. Each component is designed, engineered and tested to work as one cohesive system. In the event of a collision or sudden stop, the system isolates the forward forces of the occupant from those of their chair by directing the chair's forces to the vehicle floor.

A complete 4-Point System includes:

4 Wheelchair Restraints:

Retractable or manual belt systems for securing wheelchair to the floor anchorages. (QRT Deluxe with PLI fitting shown)

Occupant Securements:

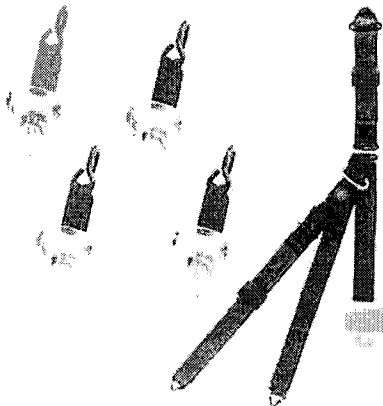
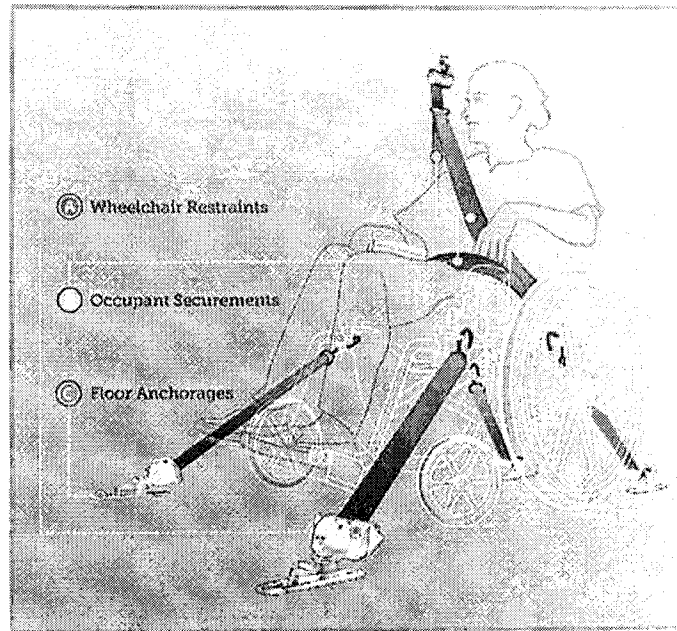
A manual or combination lap and shoulder belt for securing the occupant. (Combination belt shown)

Floor Anchorages:

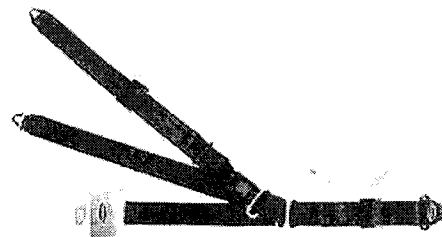
Track, Pocket or Slide 'N Click system for anchoring the wheelchair restraints. (QRT Deluxe with L-Track fitting and anchorage shown)

Also Included:

Complete operator instructions and warranty registration card.



COMPLETE SYSTEM OF BELTS WHEELCHAIR AND
OCCUPANT RESTRAINT



OCCUPANT RESTRAINT BELT SYSTEM

ITEM #11 (I)

**FORWARD
FACING
FOLD-A-WAY
SEAT
INFORMATION**

OPTIONAL FOLDING SEAT

The MV-1 does not offer a two place forward facing fold a way seat option. They do offer a single rear facing flip seat.

Information on this seat is attached.

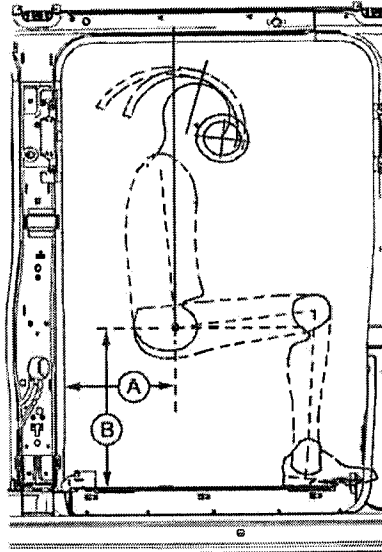
Optional Folding Jump Seat

The available optional folding jump seat system is manufactured specifically for the MV-1 and is fully compliant with all applicable FMVSS requirements when installed in the MV-1.





FACTORY-INSTALLED JUMP SEAT "H-POINT" DIMENSIONAL VIEW

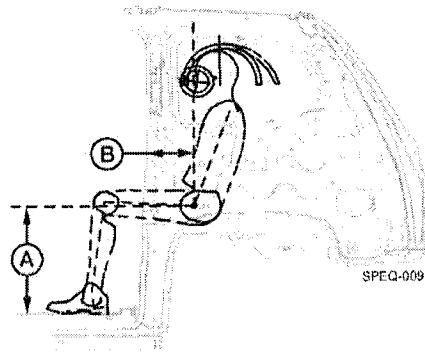


SPEQ-008

A - (DISTANCE TO THE REAR EDGE OF B-PILLAR TRIM) = 12.7" (323mm)
B - (DISTANCE TO THE RAMP FLOOR SURFACE) = 20.1" (511mm)

CENTER OF SECOND ROW OCCUPANT IS 19.2" (488mm) FROM C/L OF VEHICLE

THIRD ROW BENCH SEAT "H-POINT" DIMENSIONAL VIEW



SPEQ-009

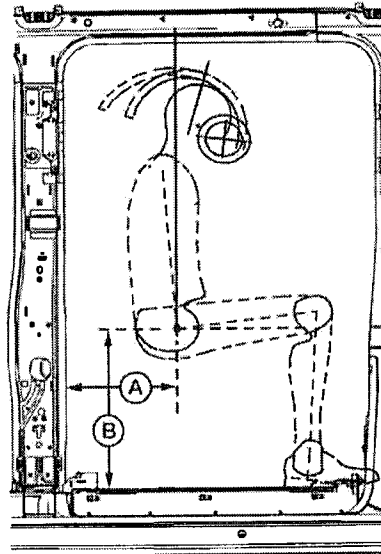
A - (DISTANCE TO RAMP FLOOR SURFACE) = 21.1" (537mm)
B - (DISTANCE TO LEADING EDGE OF C-PILLAR TRIM) = 10.1" (257mm)

CENTER OF THIRD ROW SEAT OUTBOARD OCCUPANTS IS 20" (510mm) FROM C/L OF VEHICLE. CENTER OF CENTER OCCUPANT IS ON THE C/L OF VEHICLE.

Three third row seating positions. Fore-aft and up-down are the same for all three positions, cross car dimensions will be different.



FACTORY-INSTALLED JUMP SEAT "H-POINT" DIMENSIONAL VIEW

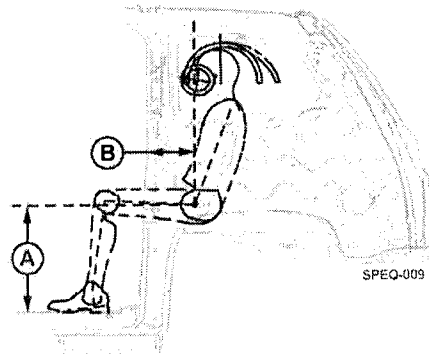


SPEQ-008

- A - (DISTANCE TO THE REAR EDGE OF B-PILLAR TRIM) = 12.7" (323mm)
B - (DISTANCE TO THE RAMP FLOOR SURFACE) = 20.1" (511mm)

CENTER OF SECOND ROW OCCUPANT IS 19.2" (488mm) FROM C/L OF VEHICLE

THIRD ROW BENCH SEAT "H-POINT" DIMENSIONAL VIEW



SPEQ-009

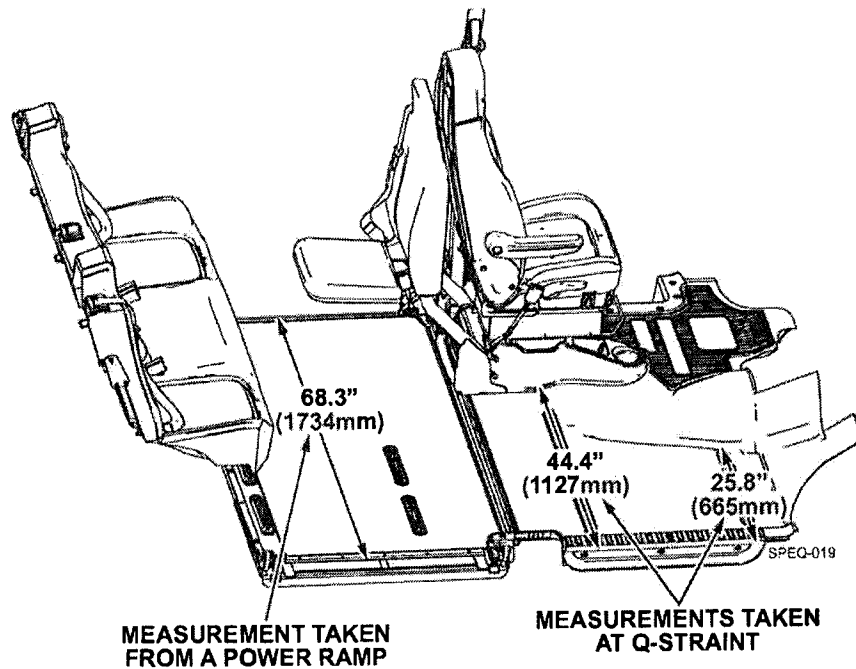
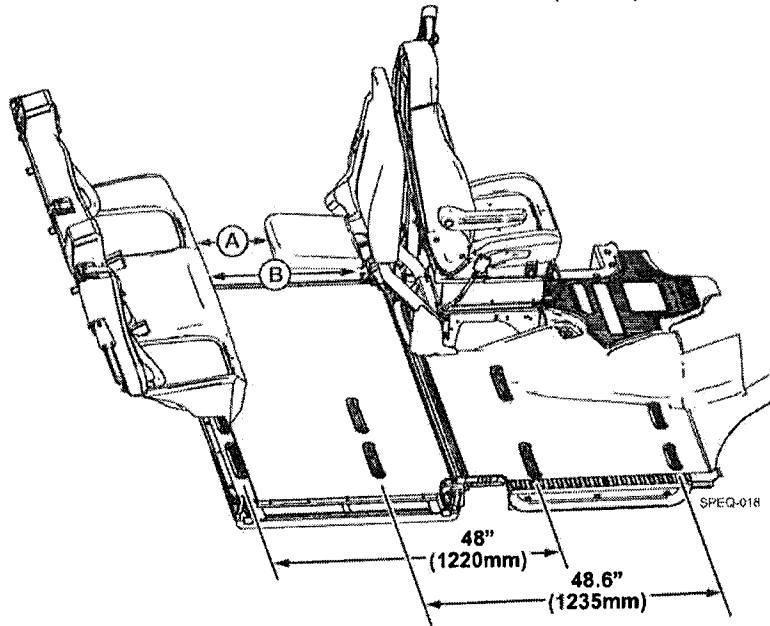
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B - (DISTANCE TO LEADING EDGE OF C-PILLAR TRIM) = 10.1" (257mm)

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Three third row seating positions. Fore-aft and up-down are the same for all three positions, cross car dimensions will be different.

Floor Dimensions with Jump Seat

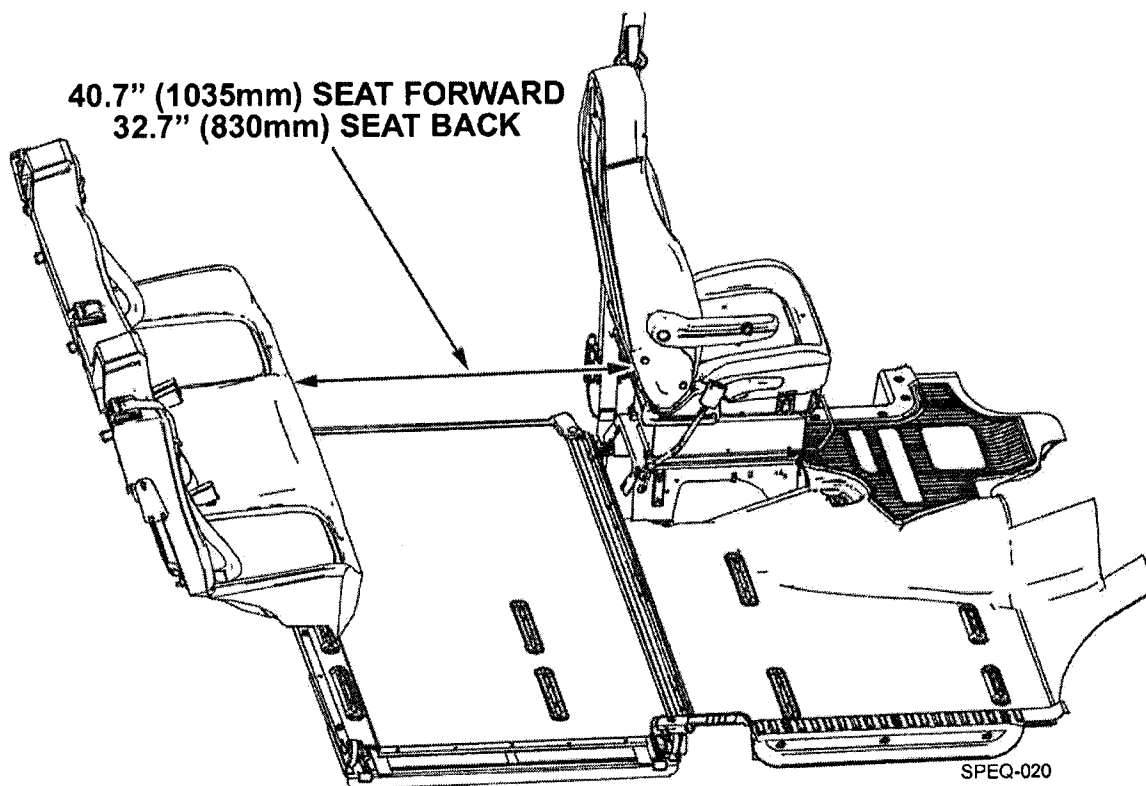
A = JUMP SEAT IN DOWN POSITION 12" (305mm)
 B = JUMP SEAT IN STOWED POSITION 24.4" (620mm)



CONVERSIONS

MILLIMETERS	INCHES
325	12.795
635	25.000
1240	48.819
1211	47.677
1709	67.283
1115	43.898
661	26.024

Floor Dimensions without Jump Seat



CONVERSIONS

MILLIMETERS	INCHES
956	37.638
1155	45.472

ITEM #11 (n)

**BUY AMERICA
CERTIFICATION
AND
DOCUMENTATION**

2. BUY AMERICA REQUIREMENTS

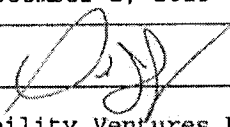
Buy America. Domestic preference procurement requirements of: (1) 49 U.S.C. § 5323(j), as amended by MAP-21, and (2) FTA regulations, "Buy America Requirements," 49 C.F.R. part 661, to the extent consistent with MAP-21, the contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

A Respondent must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of buses, other rolling stock and associated equipment.

Certificate of Compliance with 49 U.S.C. 5323(j)(2)(C).

The Respondent hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and the regulations at 49 C.F.R. Part 661.11.

Date September 2, 2015
Signature 
Company Name Mobility Ventures LLC
Title Manager, Government Bids & Contracts

Certificate of Non-Compliance with 49 U.S.C. 5323(j)(2)(C)

The Respondent hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11, but may qualify for an exception pursuant to 49 U.S.C. 5323(j)(2)(A), 5323(j)(2)(B), or 5323(j)(2)(D), and 49 CFR 661.7.

Date _____
Signature _____
Company Name _____
Title _____



Mobility Ventures LLC
Certificate of Compliance with Buy America Rolling Stock Requirements

Company: Mobility Ventures LLC

Attn: Pat Kemp

Email: pat.kemp@mv-1.us

Phone: 574-236-1256

Mobility Ventures LLC ("MV"), manufacturer of the MV-1 para-transit vehicle, in conjunction with the Buy America Certification requires all suppliers to indicate the percent of their cost per vehicle of component(s) produced as deemed U.S. domestic origin. *Cost of component(s) is defined as the cost of labor, material, allowance for profit, administrative and overhead cost attributable to those component(s) under required State and Federal accounting principals and requirements.*

Per Vehicle			Component Cost
Part Number	Description	Parts Qty	U.S. % Origin
MV-1	DX GAS Engine (V6)	658	79.62

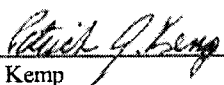
We Mobility Ventures LLC hereby identify that the percentage of costs and components supplied to Mobility Ventures LLC, as supplied by our Suppliers and specified above, are of U.S. origin.

Location of Final Assembly: Mishawaka, IN

Through thorough examination of product design, analysis and testing, MV Engineering Leadership is confirming that the 2016MY* MV-1 gasoline and CNG variant models, and all its sub-systems and components, meet the applicable subject specifications and complies with applicable Federal Motor Vehicle Safety Standards (FMVSS) as required by the F.T.A and D.O.T. and described in Title 49 CFR Chapter U, Part 571 FMVSS.

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j), and the applicable regulations of 49 C.F.R. 661.11.

Authorizing Signature (Officer of Company)


Pat Kemp

Executive Vice President
Title

July 31, 2015
Date

* Mobility Ventures LLC acquired the assets of The Vehicle Production Group LLC (VPG) and the MV-1 vehicle on September 26, 2013. Mobility Ventures LLC intends to retain the same supply base and vehicle design and is carrying over the certifications from 2015MY for the Gasoline V6 2016MY.



Buy America Supplier Certification: Partition Summary

2016MY

Component Cost Gas

Partition	Partition Description	% of Vehicle Cost	Buy America Rounding 100/same %
10.01	ENGINE (GAS) / (CNG)	9.73%	94.28%
10.02	POWER TRANSMISSION	6.73%	96.24%
10.03	POWERTRAIN CONTROLS & DIAGNOSTICS	0.74%	5.30%
10.06	HVAC & POWERTRAIN COOLING ENGINE COMPARTMENT	2.17%	35.68%
15.01	AIR INDUCTION	0.46%	67.06%
15.02	POWERTRAIN DRIVER INTERFACE	0.05%	2.79%
15.03	EXHAUST	2.17%	90.80%
15.05	FUEL STORAGE	1.06%	9.64%
15.06	FUEL HANDLING	0.42%	0.95%
20.01	STEERING	2.05%	40.35%
20.02	FRONT SUSPENSION	6.44%	99.92%
20.03	TIRES, WHEELS, TRIM	1.73%	82.66%
20.04	BRAKES	3.04%	38.38%
20.05	CHASSIS STRUCTURE	4.53%	96.15%
20.06	MOUNTS	0.70%	32.96%
20.08	REAR SUSPENSION	2.12%	54.42%
20.09	DRIVELINE	6.88%	76.56%
20.10	RIDE HEIGHT CONTROL	0.61%	59.19%
30.02	FRONT INTERIOR HVAC AIRFLOW	1.14%	100.00%
30.03	REAR INTERIOR HVAC AIRFLOW	0.07%	100.00%
40.01	INSTRUMENT PANEL/CONSOLE	1.37%	98.88%
40.02	SEATS	2.37%	100.00%
40.03	INTERIOR TRIM	5.53%	97.32%
40.05	ACOUSTIC TREATMENTS	0.18%	100.00%
40.06	BELTS	1.22%	84.65%
40.07	AIRBAGS	0.74%	27.90%
40.08	OWNER INFORMATION & LABELS	0.12%	100.00%
40.09	PARTITION SYSTEM/RAMP SYSTEM	6.76%	100.00%
50.01	BODY LOWER STRUCTURE (UNDERBODY) (GAS) / (CNG)	5.01%	99.50%
50.02	BODY UPPER STRUCTURE	7.57%	100.00%
50.04	SEALANT & ADHESIVES	0.04%	100.00%
55.01	SIDE CLOSURES	2.23%	99.48%
55.02	REAR CLOSURES	0.51%	99.48%
55.03	FRONT CLOSURES (FESM)	0.95%	100.00%
60.01	FIXED WINDOW	0.69%	93.98%
60.02	BUMPERS, FASCIA-GRILLE	1.50%	33.83%
60.04	LOWER EXTERIOR TRIM	0.20%	73.36%
60.05	FRONT LAMP	0.18%	0.00%
60.06	REAR LAMP	0.50%	0.42%
60.08	WASHER/WIPER	0.45%	74.47%
60.09	UPPER EXTERIOR TRIM	0.17%	100.00%
60.10	SIDE CLOSURE HARDWARE	1.00%	31.68%
60.11	REAR CLOSURE HARDWARE	0.39%	36.38%
60.12	FRONT CLOSURE HARDWARE	0.07%	18.74%
60.13	SIDE MIRRORS	0.33%	0.00%
70.01	DRIVER INFORMATION	0.36%	0.00%
70.02	CUSTOMER SWITCHES	0.38%	70.45%
70.03	AUDIO	1.50%	80.94%
70.04	ANTENNA	0.02%	100.00%
80.01	SAFETY & AVOIDANCE	0.23%	2.60%
80.03	BODY INTERIOR & EXTERIOR	0.38%	68.76%
80.04	CHARGING & ENERGY STORAGE	0.62%	49.33%
80.05	CHASSIS ELECTRONICS	0.37%	6.73%
80.06	POWER & SIGNAL DISTRIBUTION	2.61%	1.08%
90.01	STANDARD PART-BULK	0.64%	42.25%
		100.00%	79.62%

Buy America Compliance

Rolling Stock not subject to a general waiver must be manufactured in the United States and have 60 percent domestic content (measured by the dollar value of the parts). The bidder must attach documentation that support the information provided above.

The following is a description of the actual location of the final assembly point including a description of the activities that will take place at the final assembly point and the cost of final assembly as a percent of the final product:

The final assembly point for the MV-1 vehicle is the Commercial Assembly Plant at AM General LLC in Mishawaka, Indiana. The Assembly plant will receive all incoming parts that will then be assembled into the final vehicle. The Assembly plant will also perform all exterior paint operations and final audit testing before shipping the vehicles to the dealers.

The final assembly, labor and services cost as a percent of the material cost is: 33.01%

7. PRE-AWARD AND POST DELIVERY AUDITS REQUIREMENTS

The Contractor agrees to comply with 49 U.S.C. § 5323(l) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

(1) Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the Respondent certifies compliance with Buy America, it shall submit documentation which lists 1) component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and 2) the location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

(2) Solicitation Specification Requirements: The Contractor shall submit evidence that it will be capable of meeting the proposal specifications.

(3) Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit 1) manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or 2) manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

BUY AMERICA CERTIFICATE OF COMPLIANCE WITH FTA REQUIREMENTS FOR BUSES, OTHER ROLLING STOCK, OR ASSOCIATED EQUIPMENT

(To be submitted with a bid or offer exceeding the small purchase threshold for Federal assistance programs, currently set at \$100,000.)

Certificate of Compliance

The Respondent hereby certifies that it will comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C), Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, and the regulations of 49 C.F.R. 661.11:

Date: September 2, 2015

Signature: 

Company Name: Mobility Ventures LLC

Title: Manager, Government Bids & Contracts

Certificate of Non-Compliance

The Respondent hereby certifies that it cannot comply with the requirements of 49 U.S.C. Section 5323(j)(2)(C) and Section 165(b)(3) of the Surface Transportation Assistance Act of 1982, as amended, but may qualify for an exception to the requirements consistent with 49 U.S.C. Sections 5323(j)(2)(B) or (j)(2)(D), Sections 165(b)(2) or (b)(4) of the Surface Transportation Assistance Act, as amended, and regulations in 49 C.F.R. 661.7.

Date: _____

Signature: _____



Certificate of Registration

This certifies that the Quality Management System of

AM General LLC

13200 McKinley Hwy.
Mishawaka,, Indiana, 46545, United States

has been assessed by NSF-ISR and found to be in conformance to the following standard(s):

ISO 9001:2008

Scope of Registration:

Manufacture and support of tactical wheeled vehicles for military customers, Administration of QMS for all sites including management reviews and internal audits.

Certificate Number: C0148516-ISO6
Certificate Issue Date: 19-FEB-2015
Registration Date: 05-MAR-2015
Expiration Date *: 04-MAR-2018



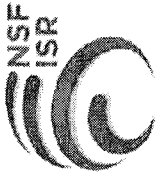
Carl Blazik,
Director, Technical
Operations & Business Units,
NSF-ISR, Ltd.

Page 1 of 3

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

Authorized Registration and /or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.
*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org



ANNEX PAGE FOR CERTIFICATE REGISTRATION NUMBER

C0148516-ISR6

CERTIFICATE ISSUE DATE: 19-FEB-2015

CERTIFICATE EXPIRATION DATE: 04-MAR-2018

AM General LLC

13200 McKinley Hwy.

Mishawaka, Indiana, 46545, United States

Remote Location: AM General LLC 105 N. Niles Ave South Bend, Indiana, 46617, United States	Scope: Human Resources, Finance, Legal, Information Technology, Contracts
Remote Location: AM General LLC 801 W. Chippewa Ave. South Bend, Indiana, 46614, United States	Scope: Off-road vehicle testing
Remote Location: AM General LLC 408 S Byrkit Entry C PO Box 728 Mishawaka, Indiana, 48151-3330, United States	Scope: The Service Parts Logistics Organization (SPLO)

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

This Annex is only Valid in connection with the above-mentioned certificate issued by NSF-ISR

Authorized Registration and/or Accreditation Marks. This certificate is property of NSF-ISR and cannot be returned upon request.

*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org



ANNEX PAGE FOR CERTIFICATE REGISTRATION NUMBER

C0148516-IS6

CERTIFICATE ISSUE DATE: 19-FEB-2015

CERTIFICATE EXPIRATION DATE: 04-MAR-2018

AM General LLC

13200 McKinley Hwy.

Mishawaka,, Indiana, 46545, United States

Remote Location: AM General LLC 31744 Enterprise Drive Livonia, Michigan, 48151-3330, United States	Scope: Design of tactical wheeled military vehicle, proto types build, laboratory, testing
Remote Location: AM General LLC-Commercial Vehicle Assembly Plant 12900 McKinley Hwy Mishawaka, Indiana, 46545, United States	Scope: Manufacturer of Commercial Vehicles

NSF International Strategic Registrations

789 North Dixboro Road, Ann Arbor, Michigan 48105 | (888) NSF-9000 | www.nsf-isr.org

This Annex is only Valid in connection with the above-mentioned certificate issued by NSF-ISR

Authorized Registration and/or Accreditation Marks. This certificate is property of NSF-ISR and must be returned upon request.

*Company is audited for conformance at regular intervals. To verify registrations call (888) NSF-9000 or visit our web site at www.nsf-isr.org

Electronic Approval History				
	User ID	Approver Name	Datetime	Description
1	B229694		03/10/2016 10:41:12AM	Agency Fiscal Approval
2	L241203	Kellam,Lisa Erin	03/10/2016 5:29:58PM	IDOA Procurement Approval
3	M292915	Kent,Matthew W	03/11/2016 10:39:48AM	SBA Approval
4	A233897	Davidson,Alice A	03/11/2016 12:33:31PM	Attorney General Approval
5	N212647	Schuster,Nicole M	03/11/2016 3:56:21PM	Attorney General Approval